AGENDA

February 16, 2022

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

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 on the City's website at roseville.ca.us/watch and roseville.ca.us/agenda, and the City's YouTube channel at youtube.com/CityofRosevilleCa.

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.

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. MEETING PROCEDURES

5. PUBLIC COMMENTS

6. CONSENT CALENDAR

BEGINNING OF CONSENT CALENDAR

Bids / Purchases / Services

6.1. Distribution Transformers, Dead-front Padmount Switchgear and Raychem Gelports - Increase Total Purchase Order Authority

Memo from Power Engineering Manager Chris Porter and Electric Utility Director Michelle Bertolino recommending the City Council adopt RESOLUTION NO. 22-044 APPROVING AN INCREASE IN TOTAL PURCHASE ORDER AUTHORITY. Staff requests Council approve increased total Purchase Order authority in the following amounts for purchase order contracts: Distribution Transformers (RFQ 10-3177) from a total of $3,500,000 to $7,000,000, Dead-front Padmount Switchgear (RFQ 10-3184) from a total of $3,500,000 to $5,000,000 and Raychem Gelports (RFQ 10-3215) from a total of $210,000 to $750,000. Funding is included in the Electric Fund for FY2021-22 and future year funding will be included in the annual City Council approved Electric Department budget.

CC #: 1929

File #: 0203-07

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

6.2. Self-Contained Breathing Apparatus - Contract Purchase Agreement

Memo from Fire Chief Rick Bartee and Assistant Fire Chief Brian Diemer recommending the City Council adopt RESOLUTION NO. 22-047 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND MUNICIPAL EMERGENCY SERVICES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3001722). Staff requests Council approval of a contract purchase agreement for self-contained breathing apparatus related equipment, maintenance and repair on an as-needed basis by the Fire Department through Municipal Emergency Services, Inc. The City will utilize the League of Oregon Cities contract through National Purchasing Partners, (NPPGov) contract number PS20120. The total estimated cost for Fire Department supplies will be $300,000 for the remaining initial term (February 22, 2022 to March 25, 2023) of the NPPGov

cooperative contract. Funding is included in the Fire Department's FY2021-22 budget and will be included in future fiscal year budgets. This is a competitively bid contract with an initial three-year contract period and three optional one-year renewals.

CC #: 1932

File #: 0203-12

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

6.3. Industrial 12kV Underground Conversion Project - Approval of Plans and Specifications and Authorization to Call for Bids

Memo from Electrical Engineering Technician Supervisor Joey McKinney and Electric Utility Director Michelle Bertolino recommending the City Council approve the plans and specifications for the Industrial 12kV Underground Conversion Construction Project and authorize staff to call for bids. The purpose of this project is to install underground infrastructure along Industrial Boulevard and convert one overhead circuit to an underground circuit. The cost of the project is estimated at $250,000. Funds are available in the Electric Fund FY2021-22 budget.

CC #: 1921

File #: 0900-03

CONTACT: Joey McKinney 916-774-5691 jmckinney@roseville.ca.us

6.4. Zero Emissions Bus Depot - Approval of Plans and Specifications and Authorization to Call for Bids

Memo from Assistant Engineer Daniel Lierly and Public Works Director Jason Shykowski recommending the City Council approve the plans and specifications for the Zero Emissions Bus Depot project and authorize staff to call for bids. The project will construct a new bus depot accommodating up to 30 battery electric buses. The engineer's estimate for this project is $4,325,000 and is funded with $3,169,914 of Local Transportation Funds, $73,000 of Electric Funds, $365,512 Low Carbon Transit Operations Program Grant, $140,125 Placer County Air Pollution Control District Grant, and $796,449 from other local funds still to be determined. Construction of the Zero Emissions Bus Depot is anticipated to begin in late spring of 2022 and be completed in the fall of 2022.

CC #: 1919

File #: 0800-04

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

6.5. 401 Oak Remediation Services - Contract Purchase Agreement and Budget Adjustment

Memo from Project Coordinator Rebecca McCoy and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 22-036 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND JM ENVIRONMENTAL INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3001253); and adopt ORDINANCE NO. 6454 AUTHORIZING CERTAIN AMENDMENTS TO

THE FISCAL YEAR 2021-22 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff recommends Council approval of a contract purchase agreement with JM Environmental Inc. for asbestos remediation services at 401 Oak Street. The cost of the Agreement is a not-to-exceed amount of $2,137,500. Additionally, staff recommends approval of a budget adjustment appropriating available resources in the Strategic Improvement Fund to the 401 Oak Street Site Work project. The recommended budget adjustment totals $2,214,045 and includes the costs of the known and anticipated asbestos remediation required for the demolition of the 401 Oak property.

CC #: 1920

File #: 0203-04 & 0201-01

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

Resolutions

6.6. Electric Dispatch Center Renovation Project - Notice of Completion

Memo from Electric Operations Manager Jason Grace and Electric Utility Director Michelle Bertolino recommending the City Council adopt RESOLUTION NO. 22-034 ACCEPTING THE PUBLIC WORK KNOWN AS THE DISPATCH REMODEL DESIGN BUILD PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE ELECTRIC UTILITY DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. The Electric Department has made a final inspection of the Electric Dispatch Center Renovation Project and has found that all contract work has been completed in accordance to the plans and specifications. The project is now ready to receive the Notice of Completion. The total contract amount of $1,939,610.16 was paid from the Electric Fund.

CC #: 1914

File #: 0900-03

CONTACT: Jason Grace 916-774-5643 jgrace@roseville.ca.us

6.7. West Roseville Specific Plan - Parcel F-55 - Final Map and Subdivision Agreement

Memo from Assistant Engineer Robert Medina and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 22-039 APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND TAYLOR MORRISON OF CALIFORNIA, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the Parcel F-55 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 99 residential lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 1924

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

CONTACT: Robert Medina 916-774-5517 rmedina@roseville.ca.us

6.8. CalRecycle Grant and Payment Program Applications

Memo from Environmental Utilities Compliance Administrator Michelle White and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 22-037 AUTHORIZATION FOR CALRECYCLE GRANT FUNDING FOR WHICH THE CITY OF ROSEVILLE IS ELIGIBLE. Staff requests Council approval to apply for CalRecycle grants and payment programs for a five-year period, ending June 30, 2027. Roseville's potential grant amount is $193,659 from this one-time allocation. Funds received from grants will be used in Environmental Utilities Waste Services to offset operational costs and provide public benefits through improved collection, management, and recycling programs and services.

CC #: 1922

File #: 0214

CONTACT: Michelle White 916-774-5774 mjwhite@roseville.ca.us

6.9. Folsom Reservoir Raw Water Delivery Reliability Project - Memorandum of Agreement

Memo from Assistant Environmental Utilities Director Sean Bigley and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 22-038 APPROVING A MEMORANDUM OF AGREEMENT, BY AND AMONG THE SAN JUAN WATER DISTRICT, CITY OF ROSEVILLE AND CITY OF FOLSOM, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approval of a memorandum of agreement regarding sharing of costs for the Folsom Reservoir Raw Water Delivery Reliability project between the City of Roseville, City of Folsom, and the San Juan Water District. The total cost for this project will not exceed $269,710, with the City sharing one-third of the cost at $89,903.33. The City's share will be paid from the existing budget within the Water Utility Administration budget funded from the Water Operations Fund, which receives revenue from water utility sales.

CC #: 1923

File #: 0800-02

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

6.10. Regional Emergency Preparedness Program - Regional Water Authority Program Agreement

Memo from Assistant Environmental Utilities Director Sean Bigley and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 22-043 APPROVING A REGIONAL WATER AUTHORITY PROGRAM AGREEMENT, BY AND BETWEEN THE REGIONAL WATER AUTHORITY AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approval of a Regional Water Authority (RWA) Program Agreement regarding subscription program development and sharing of costs for regional water emergency preparedness planning and coordination effort facilitated by the RWA, of which the City is a member. The total cost for this RWA Subscription Program is estimated not to

exceed $75,000, shared among 12 RWA member agencies. The City's share of $6,250 will be paid from the existing budget within the Hydrogeology and Engineering Section budget funded from the Water Operations Fund which receives revenue from water utility sales.

CC #: 1928

File #: 0307

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

6.11. Fiscal Year 2021-22 Transportation Development Act - Bicycle and Pedestrian Fund Claim

Memo from Transportation Grants Analyst Cameron Schreiter and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 22-045 APPROVING AND AUTHORIZING EXECUTION OF THE 2021/22 TRANSPORTATION DEVELOPMENT ACT, BICYCLE AND PEDESTRIAN FUND CLAIM TO THE PLACER COUNTY TRANSPORTATION PLANNING AGENCY. Staff requests Council approve the Transportation Development Act Bicycle and Pedestrian claim for FY2021-22, in the amount of $159,040. A budget adjustment was approved for this project in October of 2021, and anticipated the use of Local Transportation Fund Bicycle and Pedestrian Funds awarded by Placer County Transportation Planning Agency. The proposed claim is required to receive these funds.

CC #: 1930

File #: 0721

CONTACT: Cameron Schreiter 916-746-1302 ctschreiter@roseville.ca.us

6.12. 2022 Citywide Records Retention Schedule Update

Memo from Paralegal Gretchen Hakala and City Attorney Michelle Sheidenberger recommending the City Council adopt RESOLUTION 22-031 ADOPTING THE 2022 CITYWIDE RECORDS RETENTION SCHEDULE. Staff requests Council approve the 2022 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. 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. There is no cost to the General Fund.

CC #: 1912

File #: 0504-01

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

6.13. Custodial Services - Professional Services Agreement Amendments

Memo from Administrative Technician Darci Carpenter and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 22-032 APPROVING A FIFTH 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; and adopt RESOLUTION NO. 22-033 APPROVING A FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND UNIVERSAL BUILDING SERVICES AND SUPPLY CO., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approval of the Fifth Amendment with EMMS, Inc. dba Elite Maintenance Management Systems with the optional renewal clause in their contract and increases contract authority by $251,035.92 to a total not-to-exceed amount of $1,065,643.51 for the five-year contract. Staff also requests Council approval of the Fourth Amendment to the Custodial Services contract with Universal Building Services and Supply Co. with the optional renewal clause in their contract and increase contract authority by $497,029.05 to a total not-to-exceed amount of $1,918,762.05 for this five-year contract. This is the fourth and final optional year renewal for these contracts. Funding for both contract amendments is available in the Public Works Facility Services Fund budget for FY2021-22.

CC #: 1913

File #: 0800-04

CONTACT: Darci Carpenter 916-774-5702 drcarpenter@roseville.ca.us

6.14. Fair Political Practices Commission Model Conflict of Interest Code Amendment

Memo from Assistant City Clerk Helen Dreyer recommending the City Council adopt RESOLUTION NO. 22-042 READOPTING THE FAIR POLITICAL PRACTICES COMMISSION MODEL CONFLICT OF INTEREST CODE AND REPEALING RESOLUTION NO. 21-008. The Fair Political Practices Commission requires local government agencies to adopt and implement a conflict of interest code which establishes categories of public officials and employees who must disclose their personal financial interests. Filing of Statements of Economic Interest (Form 700) enables the organization to identify areas of potential conflicts so that government officials and employees can refrain from making or participating in government decisions that have a reasonably foreseeable material financial effect on his or her personal interests. The California Government Code requires local agencies to annually review its Conflict of Interest Code to accurately reflect required filers of (Form 700) as designated by the City Attorney. Council adopted the last update in January 2021. There is no fiscal impact.

CC #: 1927

File #: 0503-02

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

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

6.15. Open Space Portable Trailer - Budget Adjustment

Memo from Parks, Recreation & Libraries Superintendent Eric Dexter

and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt ORDINANCE NO. 6453 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2021-22 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approval of a budget adjustment for the cost of a portable toilet/utility trailer in the amount of $8,400. The recommended budget adjustment will provide the additional funds needed to replace the custom trailer that is used every day by the Open Space and Urban Forestry teams in the Parks Division. Funds for this budget adjustment will come from the Open Space Fund with a total cost of $22,000. The fund balance in the Open Space Fund is sufficient to accommodate this request. There is no impact to the General Fund.

CC #: 1917

File #: 0203-10 & 0201-01

CONTACT: Eric Dexter 916-746-1769 edexter@roseville.ca.us

6.16. Staffing Changes and Electric Apprenticeship Programs

Memo from Human Resources Manager Linda Hampton and Human Resources Director Stacey Peterson recommending the City Council adopt RESOLUTION NO. 22-041 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 ORDINANCE NO. 6457 AMENDING ORDINANCE 6441, THE SALARY ORDINANCE FOR ELECTRIC PERSONNEL REPRESENTED BY THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO, LOCAL NO. 1245, AS AMENDED BY APPENDIX “F” TO BE EFFECTIVE FEBRUARY 26, 2022, AS AN URGENCY MEASURE; and APPROVE THE CITYWIDE POSITION ALLOCATION SCHEDULE EFFECTIVE FEBRUARY 26, 2022. Staff is proposing new Electric Metering System Technician and Electric Substation Apprenticeship programs. The intent of the programs is to prepare employees for skilled employment as an Electric Metering System Technician and Electric Substation Technician, with the content of the training defined and dictated by the needs of the Electric Utility and in cooperation with the International Brotherhood of Electrical Workers, Local 1245 (IBEW). Staff recommends the City Council approve the IBEW Side Letter regarding the Apprenticeship Program. Also, as part of the new program, staff is recommending the approval of IBEW A & B salary schedules to reflect deletion of Electric Metering Systems Technician I/II and Electric Substation Technician I/II and the addition of Electric Metering System Technician and Electric Substation Technician, Electric Apprentice Metering System Technician and Electric Apprentice Substation Technician. The proposed salary changes are included in the current Electric Fund FY2021-22 budget. Staff also requests Council approve the Citywide position allocation schedule reflecting the addition of one new Human Resources Technician position, the reclass of an existing limited-term Human Resources Technician to a regular position and the reclass of a vacant Electric Engineering Technician to an Associate Electric Analyst position. The total impact to

the General Fund for the remainder of FY2021-22 is $43,877. The fiscal impact for the remainder of FY2021-22 for the Electric Fund is $37,284.

CC #: 1926

File #: 0600-01 & 0201-01

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

6.17. Hazardous Materials Derailment Training Facility Diesel Compressor - Budget Adjustment

Memo from Fire Chief Rick Bartee and Division Chief Jason Rizzi recommending the City Council adopt ORDINANCE NO. 6452 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2021-22 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff recommends approval of a budget adjustment in the amount of $23,000 to transfer grant funds from the General Fund to the Fleet Replacement Fund to facilitate the purchase of a grant-awarded diesel compressor. The Roseville Fire Department continues to develop an existing Hazardous Materials Derailment Training Facility at the Roseville Fire Training Center. This is a unique training prop in the country designed to teach emergency responders how to effectively respond to complex railcar emergencies. The Fire Department is currently working under a $450,000 grant from California Governor's Office of Emergency Services, which Council previously approved on December 1, 2021. This is a cost-neutral request utilizing existing budgeted grant funding.

CC #: 1915

File #: 0324 & 0201-01

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

Reports / Requests

6.18. City Council/Boards, Commissions, and Committees Administrative Standards Updates

Memo from City Clerk Technician Katrina Six and Assistant City Clerk Helen Dreyer recommending the City Council adopt RESOLUTION NO. 22-046 APPROVING THE CITY COUNCIL/BOARDS, COMMISSIONS, AND COMMITTEES ADMINISTRATIVE STANDARDS UPDATES. Staff requests Council approve updates to the City Council and City Boards, Commissions, and Committees Administrative Standards to reflect the recent changes to the City Charter as well as other clean up edits made by the City Clerk Department and the Attorney's Office to insure clarity is achieved throughout the entire document. There is no fiscal impact to the General Fund.

CC #: 1931

File #: 0102-04 & 0103

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

6.19. Junction Crossing Parcel Map

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council approve the Junction

Crossing 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 create 2 parcels. The actions requested have no fiscal impact to the General Fund.

CC #: 1916

File #: 0400-07 & 0709-03

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

END OF CONSENT CALENDAR

7. RESOLUTIONS

7.1. City Neighborhood Identification Sign Policy and Program

Memo from Senior Engineer Jana Cervantes and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 22-035 APPROVING THE CITY NEIGHBORHOOD IDENTIFICATION SIGN POLICY AND PROGRAM. The City Neighborhood Identification Sign Policy and Program provides recognized Roseville Coalition of Neighborhood Associations ("RCONA") neighborhoods with a cost effective way to identify neighborhood associations within Roseville. The City will design, produce, and install these aluminum signs at the City's discretion, and funding for the program will be included in the Streets Maintenance annual operating budget.

CC #: 1918

File #: 0321

CONTACT: Jana Cervantes 916-746-1300 jcervantes@roseville.ca.us

8. ORDINANCES

8.1. Roseville Police Officers' Association - Memorandum of Understanding, Salary Schedule Update, and Budget Adjustment

Memo from Human Resources Director Stacey Peterson recommending the City Council adopt RESOLUTION NO. 22-040 APPROVING A MEMORANDUM OF UNDERSTANDING FOR SWORN 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 ORDINANCE NO. 6455 AMENDING ORDINANCE NO. 6306, THE SALARY ORDINANCE FOR SWORN EMPLOYEES REPRESENTED BY THE ROSEVILLE POLICE OFFICERS' ASSOCIATION, AS AMENDED BY APPENDIX "A" TO BE EFFECTIVE FEBRUARY 12, 2022 AS AN URGENCY MEASURE; and adopt ORDINANCE NO. 6456 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2021-22 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approval of a successor Memorandum of Understanding (MOU) with the Roseville Police Officers' Association for a four (4) year term beginning February 12, 2022, to December 31, 2025. The cost to the General Fund of the successor Roseville Police Officers' Association salary and benefit adjustments for the FY2021-22

is $260,831. The overall ongoing projected incremental costs of salary and benefit increases in the four (4) year MOU is $1,769,807, not accounting for the costs to be determined in year 2 and 4 for the labor market adjustments to maintain salaries at the 55th percentile of the market that will be presented to the City Council in December 2022 and December of 2024. Staff also recommends City Council approve an adjustment to the budget to fund the added salary and benefit costs for the remainder of FY2021-22 budget. The estimated impact of this agreement and the other recently negotiated agreements on the FY2021-22 General Fund budget is $1,734,753. The General Fund has existing appropriation authority available to fund $850,000 of this increase. Staff recommends that the City Council authorize a budget adjustment of $884,753 from additional forecasted Bradley-Burns Sales tax revenues to fund the remaining balance. These additional funds will be budgeted in the General Fund contingency budget and then will be reallocated to the appropriate General Fund Departments. The ongoing costs will be incorporated into the FY2022-23 budget.

CC #: 1925

File #: 0600-01 & 0201-01

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

9. REPORTS / PUBLIC COMMENTS

10. ADJOURNMENT

COUNCIL COMMUNICATION

CC #: 1929
File #: 0203-07

Title:	Distribution Transformers, Dead-front Padmount Switchgear and Raychem Gelports - Increase Total Purchase Order Authority
Contact:	Chris Porter 916-774-5615 cporter@roseville.ca.us

Meeting Date: 2/16/2022
Item #: 6.1.

RECOMMENDATION TO COUNCIL

Recommend Council approve increased total Purchase Order authority for the following Purchase Orders:

- Distribution Transformers (RFQ 10-3177) from $3,500,000 to $7,000,000
- Dead-front Padmount Switchgear (RFQ 10-3184) from $3,500,000 to $5,000,000
- Raychem Gelports (RFQ 10-3215) from $210,000 to $750,000

BACKGROUND

After formal bids were issued, Purchase Orders were awarded for Distribution Transformers (RFQ 10-3177) and Dead-front Padmount Switchgear (RFQ 10-3184) on October 17, 2018 (both with final optional renewal years expiring on 6/30/2023) and for Raychem Gelports (RFQ 10-3215) on August 7, 2019 (with final optional renenwal year expiring on 6/30/2024). The Electric Department has an ongoing need for the materials purchased on these Purchase Orders in order to support new development, distribution system upgrades and maintenance activities.

The original spending estimates for each of these Purchase Orders was based on the best information at the time. Since then, new development activity has nearly doubled (which represents the majority of the materials purchased under these Purchase Orders) and equipment pricing has increased between 25% and 30% since contract award due to the rise in raw material costs and pandemic related supply chain issues.

FISCAL IMPACT

The recommended increases in total Purchase Order authority for each of the Purchase Orders are as follows:

- Distribution Transformers (RFQ 10-3177) from a total of $3,500,000 to $7,000,000
- Dead-front Padmount Switchgear (RFQ 10-3184) from $3,500,000 to $5,000,000

- Raychem Gelports (RFQ 10-3215) from $210,000 to $750,000.

Purchase of these materials is done on an as-needed basis; there are no guaranteed spending amounts for any of the contracts. Funding is included in the Electric Fund for FY2021-22 and future year funding will be requested as part of the annual Electric Department budget.

ENVIRONMENTAL REVIEW

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

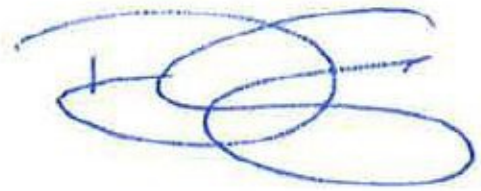
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal E - Deliver exceptional city services
Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Chris Porter, Power Engineering Manager

Michelle Bertolino, Electric Utility Director



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-044

RESOLUTION NO. 22-044

APPROVING AN INCREASE IN TOTAL PURCHASE ORDER AUTHORITY

WHEREAS, purchase orders for Distribution Transformers (RFQ 10-3177), Dead-front Padmount Switchgear (RFQ 10-3184), and Raychem Gelports (RFQ 10-3215) (hereinafter collectively "Purchase Orders") have previously been reviewed and approved by the Council; and

WHEREAS, due to an increase in development, there is a need for increasing the total purchase order authority of the Purchase Orders to allow additional purchases; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said increased total purchase order authority is hereby approved for Distribution Transformers (RFQ 10-3177) from $3,500,000 to $7,000,000, expiring 6/30/2023; Dead-front Padmount Switchgear (RFQ 10-3184) from $3,500,000 to $5,000,000, expiring 6/30/2023; and Raychem Gelports (RFQ 10-3215) from $210,000 to $750,000, expiring 6/30/2024.

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

COUNCIL COMMUNICATION

CC #: 1932
File #: 0203-12

Title:	Self-Contained Breathing Apparatus - Contract Purchase Agreement
Contact:	Brian Diemer 916-746-1392 bdiemer@roseville.ca.us

Meeting Date: 2/16/2022
Item #: 6.2.

RECOMMENDATION TO COUNCIL

Staff recommends Council adopt a resolution to approve a contract purchase agreement (CPA) 3001722 for self-contained breathing apparatus (SCBA) related equipment, maintenance and repair on an as-needed basis by the Fire Department through Municipal Emergency Services, Inc. The City will utilize the League of Oregon Cities contract through National Purchasing Partners, (NPPGov) contract number PS20120. Staff also recommends that Council authorize the City Manager to sign the associated Participating Agency Endorsement Authorization.

Staff requests authorization to execute three (3) additional one (1) year renewals without further Council approval, upon verification of the approved optional renewal years on the piggyback contract, provided the applicable budget is approved by the City Council each year, until the contract expires or until City staff determine that continuing with the same vendor is not in the City's best interest.

BACKGROUND

The Fire Department has an annual requirement for various equipment, parts and services related to SCBAs for use in emergency medical responses.

The City will be utilizing a League of Oregon Cities contract (PS20120) as a qualified government member of National Purchasing Partners, Inc. This is a competitively bid contract with an initial three-year contract period and three optional one-year renewals.

FISCAL IMPACT

The total estimated CPA for Fire Department supplies will be $300,000 for the remaining initial term (February 16, 2022 to March 25, 2023) of the NPPGov cooperative contract. Funding is included in the Fire Department's FY2021-22 budget, and will be included in future fiscal year budgets.

The estimated total for the remaining three one-year renewal terms is $150,000 for March 26, 2023 to March 25, 2024, $150,000 for March 25, 2024 to March 26, 2025, and $150,000 for March 25, 2025 to March 26, 2026. Each will be encumbered one fiscal year at a time, upon verification of the approval of the renewal of the piggyback contract, pending Council approval of the budget for each year.

ENVIRONMENTAL REVIEW

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

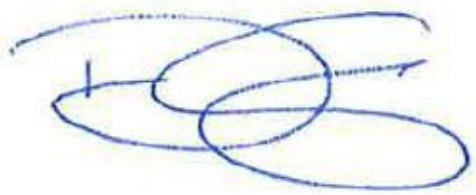
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain Fiscally Responsible in a Changing World
Goal C - Maintain a Safe & Healthy Community

Respectfully Submitted,

Jason Rizzi, Fire Division Chief

Rick Bartee, Fire Chief



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-047

MES signed CPA

Participating Agency Endorsement Authorization

Master Purchase Agreement

RESOLUTION NO. 22-047

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND MUNICIPAL EMERGENCY SERVICES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a contract purchase agreement (3001722) for self-contained breathing apparatus (SCBA) related equipment, maintenance and repair, between the City of Roseville and Municipal Emergency Services, Inc., has been reviewed by the Council; and

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

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to execute three (3) additional one (1) year renewals without further City Council approval, upon verification of the approved optional renewal years on the piggyback contract, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest.

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute the associated Participating Agency Endorsement Authorization.

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

Contract Purchase Agreement 3001722

Supplier Details:

Company	Municipal Emergency Services Inc
Contact	Rich Brown
Address	4343 Viewridge Ave Suite A
	San Diego, CA 92123

Submit your response to:

Company	City of Roseville
Contact	Ashkan Shams
Address	Purchasing Division
	2075 Hilltop Circle
	Roseville, CA 95747
Phone	(916) 774-5710
Fax	(916) 774-5736
E-mail	aishams@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 signed original copies of the agreement to the Buyer noted on the agreement. Alterations or modifications to the agreement are not allowed. Upon receipt of all necessary documents, the City will sign the agreement and return a fully executed copy to you. Receipt of the signed copy will be your notice to proceed with the work in accordance with the terms and conditions of the agreement. Work must not begin until the contract has been fully executed.

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

Sole proprietorship - **By owner**

Partnership - **Any general partner**

Corporation - **Two options:**

(1) A signature from the President and the corporate seal; **OR**
(2) One signature from the Chairman of the Board, President, or any Vice President **AND** one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

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

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

CITY OF ROSEVILLE CALIFORNIA

Contract Purchase Agreement 3001722

Agreement	**3001722**
Agreement Date	**17-NOV-2021**
Revision	**0**
Agreement Amount	**300,000.00 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
Municipal Emergency Services Inc
4343 Viewridge Ave Suite A

San Diego, CA 92123
Phone: (866) 716-4348
Fax: (858) 505-9947
Email: rbrown@mesfire.com

Description of Labor, equipment and/or materials

THE VENDOR SHALL PROVIDE SELF-CONTAINED BREATHING APPARATUS (SCBAs) AS WELL AS SCBA REPAIR AND MAINTENANCE SERVICES ON AN AS NEEDED BASIS UTILIZING NPPGOV CONTRACT NUMBER PS20120. THE ATTACHED INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT WITH PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION SHALL ALSO BE INCORPORATED BY REFERENCE ONTO THIS AGREEMENT. ALL PRODUCT AND SERVICES MUST BE QUOTED AND APPROVED IN ADVANCE BY AN AUTHORIZED MEMBER OF THE CITY'S FIRE DEPARTMENT.

PLEASE CONTACT JENNY NEELEY IN THE FIRE DEPARTMENT AT (916)774-5849 OR JNEELEY@ROSEVILLE.CA.US FOR QUESTIONS REGARDING THIS AGREEMENT.

Note: The agreement total is an approximate value only. The City does not guarantee whatsoever the actual amount to be spent.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	11979	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

Start Date	End Date	Confirm To
15-Dec-2021	**25-Mar-2023**	**Ashkan Shams** Phone **916-774-5710**

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

Contract Terms and Conditions

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

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

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

4. Time is of the essence of this Agreement.

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

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

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

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

9. All fair employment practices must be adhered to. In addition, if the project referenced on this service agreement is a Public Works project, all prevailing wage laws must be complied with. For prevailing wage contracts over $25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

10. Contractor agrees to the below insurance requirements:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. If the project referenced on this agreement is a Public Works project, then the following shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.

20. Contractor certifies that Contractor, its employees, directors, officers, agents, subcontractors, vendors, and volunteers are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension or ineligibility by any federal, state, or local department or agency.

21. This Agreement may be amended via change order, but only if such change order is made in writing, approved by the City, and signed by both parties.

22. 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. _____

Contractor License No. _____

DIR Registration No. _____

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.
General T&C
REV 3/2/21 JS

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

General - Required Coverage/Documentation

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

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

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

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

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

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

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

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

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

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

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

Insurance Submission Process

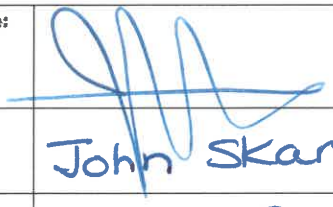
The City of Roseville Human Resources/Risk Management Department uses a service called EBIX to manage our insurance certificate tracking.

How It Works

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

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

Supplier	
Signature:	
Print Name:	Ward Petrie
Title:	SVP Finance

Supplier	
Signature:	
Print Name:	John Skaryak
Title:	EVP, Fire Market

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

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Intergovernmental Cooperative Purchasing Agreement

This Intergovernmental Agreement (Agreement) is by and between the "Lead Contracting Agency" and participating government entities ("Participating Agencies"), that are members of National Purchasing Partners ("NPPGov"), including members of Public Safety GPO, First Responder GPO, Law Enforcement GPO, Education GPO and EMS GPO that agree to the terms and conditions of this Agreement. The Lead Contracting Agency and all Participating Agencies shall be considered as "parties" to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agency has entered into Master Price Agreements with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, NPPGov provides group purchasing, marketing and administrative support for governmental entities. NPPGov's marketing and administrative services are free to its membership, which includes participating public entities and nonprofit institutions throughout North America.

WHEREAS, NPPGov has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Master Price Agreements awarded by the Lead Contracting Agency;

WHEREAS, the Master Price Agreements provide that all qualified government members of NPPGov may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Price Agreements;

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NOW, THEREFORE, the parties agree as follows:

ARTICLE 1: LEGAL AUTHORITY

Each party represents and warrants that it is eligible to participate in this Agreement because it is a local government created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement policies. Competitive Solicitations are intended to meet the public contracting requirements of the Lead Contracting Agency and may not be appropriate under, or satisfy Participating Agencies' procurement laws. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT

a. A "procuring party" is defined as the Lead Contracting Agency or any Participating Agency that desires to purchase from the Master Price Agreements awarded by the Lead Contracting Agency.

b. Each procuring party shall be solely responsible for their own purchase of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation of law or contract by a procuring party, and the procuring party shall hold non-procuring parties and all unrelated procuring parties harmless from any liability that may arise from action or inaction of the procuring party.

c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Price Agreement.

d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.

e. The cooperative use of bids, proposals or price agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or price agreement, except as modified where otherwise allowed or required by applicable law, and does not relieve the party of its other solicitation requirements under state law or local policies.

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ARTICLE 4: PAYMENT OBLIGATIONS

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

ARTICLE 5: COMMENCEMENT DATE

This Agreement shall take effect after execution of the "Lead Contracting Agency Endorsement and Authorization" or "Participating Agency Endorsement and Authorization," as applicable.

ARTICLE 6: TERMINATION OF AGREEMENT

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to "Lead Contracting Agency"

ARTICLE 7: ENTIRE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 8: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF "THE LEAD CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION" OR "PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION," AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF REQUIRED BY LOCAL OR STATE LAW.

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LEAGUE OF OREGON CITIES
ENDORSEMENT AND AUTHORIZATION

The undersigned acknowledges, on behalf of the League of Oregon Cities ("Lead Contracting Agency") that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the League of Oregon Cities to Participating Agencies locally, regionally, and nationally through NPPGov. Copies of Master Price Agreements and any amendments thereto made available by the League of Oregon Cities will be provided to Participating Agencies and NPPGov to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of the League of Oregon Cities and is duly authorized to sign this League of Oregon Cities Endorsement and Authorization.

DocuSigned by:
38C546F8869143E...

BY: Date: 3/26/2020
ITS:

League of Oregon Cities Contact Information:

Contact Person: Mike Culley
Address: 1201 Court St NE #200, Salem, OR 97301
Telephone No.: 503-588-6550
Email: mculley@orcities.org

DocuSign Envelope ID: D3B4CAB0-871C-4962-802D-06ECC64C7B3A

PARTICIPATING AGENCY
ENDORSEMENT AND AUTHORIZATION

The undersigned acknowledges, on behalf of the City of Roseville ("Participating Agency") that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Lead Contracting Agency to Participating Agencies locally, regionally, and nationally through NPPGov.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPPGov shall be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of the City of Roseville and is duly authorized to sign this Participating Agency Endorsement and Authorization.

Signature:_____ Date:_____

BY: Dominick Casey

ITS: City Manager

Participating Agency Contact Information:

Contact Person: Jenny Neeley

Address: City of Roseville Fire Department
316 Vernon St., 4th Floor
Roseville, CA 95678
Telephone No.: 916-774-5849
Email: jneeley@roseville.ca.us

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Intergovernmental Cooperative Purchasing Agreement

This Intergovernmental Agreement (Agreement) is by and between the "Lead Contracting Agency" and participating government entities ("Participating Agencies"), that are members of National Purchasing Partners ("NPPGov"), including members of Public Safety GPO, First Responder GPO, Law Enforcement GPO, Education GPO and EMS GPO that agree to the terms and conditions of this Agreement. The Lead Contracting Agency and all Participating Agencies shall be considered as "parties" to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agency has entered into Master Price Agreements with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, NPPGov provides group purchasing, marketing and administrative support for governmental entities. NPPGov's marketing and administrative services are free to its membership, which includes participating public entities and nonprofit institutions throughout North America.

WHEREAS, NPPGov has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Master Price Agreements awarded by the Lead Contracting Agency;

WHEREAS, the Master Price Agreements provide that all qualified government members of NPPGov may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Price Agreements;

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NOW, THEREFORE, the parties agree as follows:

ARTICLE 1: LEGAL AUTHORITY

Each party represents and warrants that it is eligible to participate in this Agreement because it is a local government created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement policies. Competitive Solicitations are intended to meet the public contracting requirements of the Lead Contracting Agency and may not be appropriate under, or satisfy Participating Agencies' procurement laws. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT

a. A "procuring party" is defined as the Lead Contracting Agency or any Participating Agency that desires to purchase from the Master Price Agreements awarded by the Lead Contracting Agency.

b. Each procuring party shall be solely responsible for their own purchase of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation of law or contract by a procuring party, and the procuring party shall hold non-procuring parties and all unrelated procuring parties harmless from any liability that may arise from action or inaction of the procuring party.

c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Price Agreement.

d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.

e. The cooperative use of bids, proposals or price agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or price agreement, except as modified where otherwise allowed or required by applicable law, and does not relieve the party of its other solicitation requirements under state law or local policies.

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ARTICLE 4: PAYMENT OBLIGATIONS

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

ARTICLE 5: COMMENCEMENT DATE

This Agreement shall take effect after execution of the "Lead Contracting Agency Endorsement and Authorization" or "Participating Agency Endorsement and Authorization," as applicable.

ARTICLE 6: TERMINATION OF AGREEMENT

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to "Lead Contracting Agency"

ARTICLE 7: ENTIRE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 8: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF "THE LEAD CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION" OR "PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION," AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF REQUIRED BY LOCAL OR STATE LAW.

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LEAGUE OF OREGON CITIES
ENDORSEMENT AND AUTHORIZATION

The undersigned acknowledges, on behalf of the League of Oregon Cities ("Lead Contracting Agency") that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the League of Oregon Cities to Participating Agencies locally, regionally, and nationally through NPPGov. Copies of Master Price Agreements and any amendments thereto made available by the League of Oregon Cities will be provided to Participating Agencies and NPPGov to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of the League of Oregon Cities and is duly authorized to sign this League of Oregon Cities Endorsement and Authorization.

DocuSigned by:
38C546F8869143E...

Date: 3/ 26/ 2020

BY:
ITS:

League of Oregon Cities Contact Information:

Contact Person: Mike Culley
Address: 1201 Court St NE #200, Salem, OR 97301
Telephone No.: 503-588-6550
Email: mculley@orcities.org

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PARTICIPATING AGENCY
ENDORSEMENT AND AUTHORIZATION

The undersigned acknowledges, on behalf of City of Roseville ("Participating Agency") that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Lead Contracting Agency to Participating Agencies locally, regionally, and nationally through NPPGov.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPPGov shall be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of City of Roseville and is duly authorized to sign this Participating Agency Endorsement and Authorization.

_____ Date: _____

BY: Dominick Casey
ITS: City Manager

Participating Agency Contact Information:

Contact Person: Jenny Neeley (Fire Dept.)
Address: 316 Vernon Street, 4th Floor
Roseville, CA 95678

Telephone No.: (916)774-5849
Email: jneeley@roseville.ca.us

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LEAGUE OF OREGON CITIES

MASTER PRICE AGREEMENT

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and MUNICIPAL EMERGENCY SERVICES, INC./LAWMEN SUPPLY COMPANY (MES) ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling certain FIRE FIGHTER SELF CONTAINED BREATHING APPARATUS (SCBA), as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for FIRE FIGHTER SELF CONTAINED BREATHING APPARATUS (SCBA) the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 1920 for FIRE FIGHTER SELF CONTAINED BREATHING APPARATUS (SCBA); and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 1920 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

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1.5 “Products and Services” shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 “Purchase Order” shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 “Unemployment Insurance” shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 “National Purchasing Partners” or “(NPP)” is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as “NPPGov”, provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov’s membership includes participating public entities across North America.

1.9 “Lead Contracting Agency” shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 “Participating Agencies” shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, “Participating Agency” shall be considered “Purchaser” under the terms of this Agreement.

1.11 “Party” and “Parties” shall mean the Purchaser and Vendor individually and collectively as applicable.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Vendor, the provisions of this Agreement shall

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govern. No other terms and conditions, including, but not limited to, those contained in Vendor's standard printed terms and conditions, on Vendor's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the Parties.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

(i) This Agreement;
(ii) The RFP;
(iii) Vendor's Proposal;

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of a Vendor Administration Fee Agreement with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

ARTICLE 3 – TERM AND TERMINATION

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3.1 The initial contract term shall be for three (3) calendar years from the Effective Date of this Agreement ("Initial Term"). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a "Renewal Term"); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to

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Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage,

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claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

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Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal

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representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem OR 97301
ATTN: Jamie Johnson-Davis
Email: rfp@ORCities.org

If to Vendor:

MUNICIPAL EMERGENCY SERVICES, INC./LAWMEN SUPPLY COMPANY
12 Turnberry Lane
2nd Floor
Sandyhook, CT 06482
ATTN: Seth Cosans
Email: seth.cosans@mesfire.com

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is ca

used by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

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ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 21 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 22 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

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ARTICLE 23 - GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

ARTICLE 24 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

Signature: DocuSigned by: 38C546F8869143E...

Printed Name: Mike Cully

Title: Executive Director
LEAGUE OF OREGON CITIES

Dated: 3/26/2020

VENDOR:

Signature: DocuSigned by: Seth Cosans 42A79292869542B...

Printed Name: Seth Cosans

Title: Contract Adminastrator
MUNICIPAL EMERGENCY SERVICES, INC./LAWMEN SUPPLY COMPANY (MES)

Dated: 3/26/2020

DocuSign Envelope ID: F407FA22-B160-4A5A-80B1-8A9F5FD480C9

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

FIRE FIGHTER SELF CONTAINED BREATHING APPARATUS (SCBA)	
Product Category	Percentage (%) off List Price* (***OR*** fixed price if % off pricing is not available)
OPEN-CICUIT SELF-CONTAINED (SCBA) AND/OR CLOSED CIRCUIT SCBA SYSTEMS	
SCBA SETS NFPA - SCOTT	24%
CYLINDERS - SCOTT	24%
FACEPIECES	
COMMUNICATIONS AND FACE PIECE OPTIONS	9%
REGULATOR SYSTEM, INTERMEDIATE PRESSURE HOSE, RAPID INTERVENTION CREW/COMPANY UNIVERSAL AIR CONNECTION (RIC UAC)	
CYLINDERS	
SCOTT	24%
AIR CARTS - SCOTT	9%
FILL STATION & COMPRESSOR - SCOTT	Net price
MAINTENANCE, SERVICE AND TESTING	
SERVICE FOR SCBA - SCOTT	$120 per unit
SERVICE FOR SCBA MES SCOTT	$95 per hour non-warranty
SERVICE FOR FILLSTATIONS & COMPRESSORS MES SCOTT	$120 per hour non-warranty
PARTS - SCOTT	Net price
OTHER	
RIT PAKS - SCOTT	9%
SKA PAKS - SCOTT	9%

NOTE: Shipping for large, bulky or heavy items MES will quote as needed separately. From time to time MES may include shipping as added discount at no charge.
When MES ships from our warehouses to get products to customers quickly shipping may be added and at other times drop shipments may have shipping included no charge due to shipping terms with manufacture's. Whatever the fairest and most equitable shipping situation MES will present to each order.
MES will present these shipping terms at time of each quote.

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

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ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

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ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

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ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal
(The Vendor's Proposal is not attached hereto.)
(The Vendor's Proposal is incorporated by reference herein.)

DocuSign Envelope ID: F407FA22-B160-4A5A-80B1-8A9F5FD480C9

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal
(The Purchaser's Request for Proposal is not attached hereto.)
(The Purchaser's Request for Proposal is incorporated by reference herein.)

DocuSign Envelope ID: F407FA22-B160-4A5A-80B1-8A9F5FD480C9

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

Certificate Of Completion

Envelope Id: F407FA22B1604A5A80B18A9F5FD480C9
Subject: RFP 1920 LOC and MES SCBA
Source Envelope:
Document Pages: 16
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 2
Initials: 0

Status: Completed

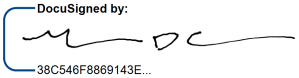
Envelope Originator:
Bill DeMars
1100 Olive Way
Suite 1020
Seattle, WA 98101
bill.demars@nppgov.com
IP Address: 162.248.186.11

Record Tracking

Status: Original
3/23/2020 7:41:40 PM

Holder: Bill DeMars
bill.demars@nppgov.com

Location: DocuSign

Signer Events	Signature	Timestamp
Seth Cosans seth.cosans@lawmensupply.com Contract Adminastrator Security Level: Email, Account Authentication (None)	DocuSigned by: Seth Cosans 42A79292869542B... Signature Adoption: Pre-selected Style Using IP Address: 173.49.115.251	Sent: 3/23/2020 7:43:57 PM Resent: 3/25/2020 6:59:40 PM Viewed: 3/24/2020 6:07:23 AM Signed: 3/26/2020 1:53:52 PM
Electronic Record and Signature Disclosure: Accepted: 3/23/2020 11:11:56 AM ID: d183df9f-9d87-49f9-b6ea-932f2859b802		
Mike Cully mcully@orcities.org Executive Director Security Level: Email, Account Authentication (None)	DocuSigned by:  38C546F8869143E... Signature Adoption: Drawn on Device Using IP Address: 71.63.237.219	Sent: 3/26/2020 1:53:55 PM Viewed: 3/26/2020 2:45:28 PM Signed: 3/26/2020 2:45:50 PM
Electronic Record and Signature Disclosure: Accepted: 3/26/2020 2:45:28 PM ID: 59148af4-5141-4ac9-ab60-e0ee7ab43ca3		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/26/2020 1:53:55 PM
Certified Delivered	Security Checked	3/26/2020 2:45:29 PM
Signing Complete	Security Checked	3/26/2020 2:45:50 PM
Completed	Security Checked	3/26/2020 2:45:50 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact National Purchasing Partners:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: bruce.busch@mynpp.com

To advise National Purchasing Partners of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from National Purchasing Partners
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to bruce.busch@mynpp.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with National Purchasing Partners
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to bruce.busch@mynpp.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify National Purchasing Partners as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by National Purchasing Partners during the course of my relationship with you.

COUNCIL COMMUNICATION

CC #: 1921
File #: 0900-03

Title:	Industrial 12kV Underground Conversion Project - Approval of Plans and Specifications and Authorization to Call for Bids
Contact:	Joey McKinney 916-774-5691 jmckinney@roseville.ca.us

Meeting Date: 2/16/2022
Item #: 6.3.

RECOMMENDATION TO COUNCIL

Staff is recommending that the City Council approve the Industrial 12kV Underground Conversion Project plans and specifications and authorize staff to call for bids.

BACKGROUND

The Santucci Justice Center was constructed in 2005 and utilizes existing overhead infrastructure on Industrial Boulevard to provide electricity to the campus. Over the past years, multiple accidents and construction related activities have occurred, disrupting service to the campus for an extended amount of time.

The purpose of this project is to install underground infrastructure along Industrial Boulevard and convert one overhead circuit to an underground circuit. By completing this project Roseville Electric will increase the reliability and avoid extended power outages to the campus. In the event of a car accident or construction activities Roseville Electric will have the capabilities to restore power more efficiently. This will also increase reliability to the surrounding areas.

FISCAL IMPACT

The estimated cost of this project is $250,000 and funds are available in the Electric Fund FY2021-22 budget.

ENVIRONMENTAL REVIEW

The proposed Industrial Boulevard 12kV Underground Conversion project involves the minor alteration of an existing facility, which is categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines Section 15301); the replacement and reconstruction of existing structures and facilities, which is categorically exempt from CEQA as a Class 2 Exemption (State CEQA Guidelines Section 15302); and conversion of small facilities, which is categorically

exempt from CEQA as a Class 3 Exemption (State CEQA Guidelines Section 15303). The Exemption has been prepared and no further CEQA action is required.

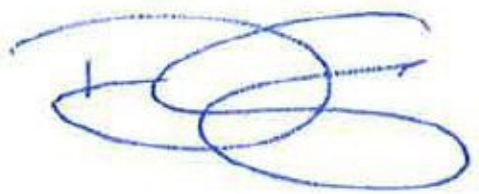
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal E - Deliver exceptional city services
Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Joey McKinney, Electrical Engineering Technician Supervisor

Michelle Bertolino, Electric Utility Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Industrial 12kv Underground Conversion Project Manual

Buildings & Grounds Project Manual

Name of project:
Industrial 12kV
Underground Conversion

Department:
Electric

CITY OF ROSEVILLE CALIFORNIA

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Proposal	PROP
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General Conditions for Buildings and Grounds	GC
Supplemental Conditions	SC
Specifications	SPEC
Drawings	DRAW
Assembly Bill No. 626	AB 626

CITY OF ROSEVILLE

DEPARTMENT OF ELECTRIC

Name of Project: Industrial 12kV Underground Conversion

NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN THAT sealed Proposals will be received at the Office of the City Clerk, 311 Vernon Street, Roseville, California, until March 15, 2022 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 March 15, 2022 at the Office of the City Clerk located at 311 Vernon Street, Roseville California for the following project: Industrial 12kV Conversion.

A pre-bid meeting will be held per the instructions listed on the Public Purchase at http://www.publicpurchase.com.

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.

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.

The City has determined that the Contractor shall possess a valid Class A, General Engineering Contractor's license at the time that the bid is submitted, as well as any other license classification as may be required by the laws of the California for the performance of the work specified in the Contract Documents. Said license shall be maintained during the Contract period. Failure to possess the specified license shall render the bid nonresponsive and will act as a bar to the award of the Contract to any Bidder not possessing such a license at the time of bid submittal. The Contractor shall provide certification of the license, its number and the expiration date on the proposal form.

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 5 "Legal Relations and Responsibility" of the General Conditions.

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 Public Purchase at https://publicpurchase.com. The deadline for submissions of questions and clarifications regarding the Contract Documents is seven (7) 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 the General Conditions 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 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 General Conditions, 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 General Conditions, 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 General Conditions, 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 General Conditions. 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: _____

City of Roseville Business License No.

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, Specifications, General Conditions, 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.

Project _____

Contractor _____

SCHEDULE OF BID ITEMS

BID ITEM	ITEM DESCRIPTION	UNIT	TOTAL AMOUNT ($)
1	Boring, conduit installation, Pull Box & Pad Vault Installation and all associated work for Industrial 12kV Underground Conversion	Lump Sum	

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

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 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 general conditions, supplemental conditions, special provisions and construction details);

d. Bonds and insurance required by the specifications; and

e. This contract.

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

4. LIQUIDATED DAMAGES. In the event CONTRACTOR does not complete the Work within the time specified, CONTRACTOR agrees that CITY will suffer damages. Inasmuch as the actual damages which would result from such breach by CONTRACTOR under this Agreement are uncertain, and would be impractical or extremely difficult to fix, CONTRACTOR agrees that it shall pay, or CITY shall deduct from CONTRACTOR's fee, the amount of $500 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 STRUCUTRAL DEFECTS MUST BE FILED WITHIN TEN (10) YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

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

CITY OF ROSEVILLE, a municipal corporation

BY:_____
DOMINICK CASEY
City Manager

ATTEST:

BY:_____
SONIA OROZCO
City Clerk

_____, a
_____

BY: _____
its: _____

and

BY: _____
its: _____

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____

Print Name:_____

Title:_____

INSURANCE BROKER INFORMATION PACKET

Project: Industrial 12kV Underground Conversion

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 the Supplemental Conditions for modifications of the General Conditions, 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 General Conditions:

5-1.23 **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 __X__ 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.

5-1.24 **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:

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

CITY OF ROSEVILLE

GENERAL CONDITIONS

FOR

BUILDINGS AND GROUNDS

CITY OF ROSEVILLE
GENERAL CONDITIONS
FOR
BUILDINGS AND GROUNDS

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SECTION 1

DEFINITIONS AND TERMS

1-1.01 **GENERAL.** When the following abbreviations and terms or pronouns in place of them appear in the Contract Documents, the intent and meaning shall be interpreted as provided in this Section 1.

1-1.02 **ACCEPTANCE.** Formal Acceptance by resolution by the Roseville City Council of the Contract when completed in all respects in accordance with the Contract Documents and any modifications previously approved.

1-1.03 **ADDENDUM.** Written interpretation or revision to any of the Contract Documents issued by the City before the bid opening.

1-1.04 **AS-BUILT DOCUMENTS, AS-BUILT DRAWINGS AND RECORD DOCUMENTS.** As-Built Documents, As-Built Drawings and Record Documents are all contract documents modified to reflect changes during the construction phase. Specifically, As-Built Documents/Drawings are a revised set of drawings submitted by the Contractor upon Final Completion of a project. They reflect changes made in the Specifications and Working Drawings during the construction process, and show the exact dimensions, geometry, and location of all elements of the work completed under the Contract. Record Documents, on the other hand, are compiled by the Engineer or Architect based on the As-Built Documents/Drawings submitted by the Contractor. They reflect the Engineer or Architect's concurring review of what changes were denoted, why they were made and where they occurred and create a record set of drawings.

1-1.05 **ASSESSMENT.** A cost imposed on the Contractor for non-compliance

with certain contractual requirements.

1-1.06 **BENEFICIAL OCCUPANCY.** The taking possession of a portion of the Work by the City for its use and/or occupancy on other than a temporary or emergency basis.

1-1.07 **BID GUARANTY.** The cashier's, certified check, irrevocable standby letter of credit, deposit of securities, or Bidder's Bond, accompanying the bid submitted by the Bidder, as a guaranty that the Bidder will enter into an agreement with the City for the performance of the Work, if the Agreement is awarded to Bidder, and the Bidder will submit the required Contract Bonds and Certificate of Insurance. Also referred to as the Bidder's Security.

1-1.08 **BIDDER.** Individual, firm, partnership, limited liability company, corporation, joint venture, or any combination thereof, submitting a Proposal for the Work, acting directly, or through a duly authorized representative.

1-1.09 **BIDDING DOCUMENTS.** Includes the Notice to Bidders, Bidding Requirements, Contract Conditions, Drawings, and Addenda.

1-1.10 **CHANGE ORDER.** Any written order to the Contractor directing an addition, deletion, or modification of the Work, or an adjustment in the Contract Price or Contract Time provided in the Contract Documents and issued after the Agreement has been signed.

1-1.11 **CITY.** The City of Roseville.

1-1.12 **CITY ATTORNEY.** The City Attorney of the City.

1-1.13 **CITY CLERK.** The City Clerk of the City.

1-1.14 **CLAIM.** A separate demand by 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 for damages or penalties for delay assessed by

the City; (b) payment by the City of money or damages arising from work done by, or on behalf of, Contractor pursuant to the Contract Documents and payment for which is not otherwise expressly provided or to which Contractor is not otherwise entitled; and (c) payment of an amount that is disputed by the City.

1-1.15 **CONSTRUCTION SCHEDULE.** A list or graphic display of construction activities required for completing the Work, in a format required by the Contract Documents. The duration, start and finish date, and sequence of significant activities, critical path, float and milestones must be indicated in the Construction Schedule.

1-1.16 **CONTRACT OR AGREEMENT.** The written agreement relating to the Work to be performed, the labor, materials, and equipment to be furnished, and the payment to be made therefor. The Agreement/Contract is part of and incorporates all of the Contract Documents.

1-1.17 **CONTRACT CONDITIONS.** Includes the General Conditions, Supplemental Conditions, and Specifications.

1-1.18 **CONTRACT DOCUMENTS.** Includes those documents that form the basis of the Contract, including but not limited to, Bidding Documents, the Bid or Proposal, Contract Bonds, the Contract, all required insurance certificates or endorsements, all bonds, all required certifications or statements, Change Orders, any Contract Amendment, any City Standard which is incorporated by reference and these City of Roseville General Conditions for Buildings and Grounds.

1-1.19 **CONTRACT DRAWINGS.** The official drawings including plans, elevations, sections, detail drawings, diagrams, plated, General Notes, information and schedules thereon, or exact reproductions thereof, showing the location, character, dimension, and details

of the Work. The Contract Drawings include any drawings or plates bound within the Supplemental Conditions.

1-1.20 **CONTRACT PRICE.** The total compensation to be paid to the Contractor in accordance with the terms of the Agreement.

1-1.21 **CONTRACT TIME.** The number of Days, or portion thereof, allowed for completion of the Work, including all authorized time extensions. The effective date for commencement of the Work specified in the Notice to Proceed shall define the beginning of the Contract Time.

1-1.22 **CONTRACTOR.** Individual, firm, partnership, limited liability company, corporation, joint venture, or any combination thereof, who has entered into the Agreement with City.

1-1.23 **DAY OR DAYS.** Unless otherwise designated, Day or Days as used in the Contract Documents will be understood to mean calendar Day or Days.

1-1.24 **DEPARTMENT.** The Department for Contract Administration, as identified in the Supplemental Conditions.

1-1.25 **DIRECT COSTS.** Those cost items (including labor, materials, equipment and any subcontractor's work) that are used in the actual performance of, and are specifically and uniquely attributable to the Work or changed Work. Direct Costs do not include Overhead. Direct Costs only include the following:

A. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by City and Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include salaries and

wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Such employees may include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Saturday, Sunday or legal holidays shall be included in the above only to the extent authorized by City in writing.

B. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and suppliers' field services required in connection therewith. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to City, and Contractor shall make provisions so that they may be obtained.

C. Payments made by Contractor to the subcontractors for work performed by subcontractors. If required by City, Contractor shall obtain competitive bids from subcontractors acceptable to Contractor and shall deliver such bids to City who will then determine which bids will be accepted. If a subcontract provides that the subcontractor is to be paid on the basis of cost of the work plus a fee, the subcontractor's cost of the work shall be determined in the same manner as Contractor's cost of the work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

D. Costs of special consultants (including engineers, architects, testing laboratories, surveyors, and accountants) employed for services specifically, and only, related to the Work.

E. Supplemental costs including the following:

1. The proportion of necessary transportation, travel and subsistence

expenses of Contractor's employees incurred in discharge of duties connected with the Work.

2. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value of such items used but not consumed which remain the property of Contractor.

3. Rentals of all construction equipment and machinery and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by City, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

4. Sales, consumer, use or similar taxes related to the Work, and for which Contractor is liable, imposed by laws and regulations.

5. The cost of utilities (including the meter and all associated installation costs), fuel and sanitary facilities at the site.

6. Cost of premiums for additional bonds and insurance required because of changes in the Work.

1-1-26 **DIRECTOR.** Director of the Department for Contract Administration or his or her designee.

1-1.27 **EMERGENCY.** Any sudden generally unforeseen occurrence (such as a fire, flood, storm, earthquake, civil disorder, or other natural and/or man-made disaster) that has the potential to adversely affect the safety of life, the Work, and/or adjacent property; to interrupt contracts essential to the performance of the Work; and/or to cause catastrophic failure of City

equipment and/or facilities.

1-1.28 **ENGINEER OR ARCHITECT.** Professional Engineer or Architect designated for a particular project responsible for signing and sealing the permit drawings, interpretation of the drawings where ambiguities exist, review of requests for information, design Change requests and Shop Drawings, resolution of errors and omissions, and finalization of Record Documents.

1-1.29 **FINAL COMPLETION.** When the project has been completed according to the terms and conditions set forth in the Contract Documents. Final Completion is not the same as Acceptance.

1-1.30 **FORCE ACCOUNT.** Payment by force account shall mean payment on the basis of the Contractor's time and materials.

1-1.31 **GENERAL NOTES.** The written instructions, provisions, conditions or other requirements appearing on the Contract Drawings and so identified thereon, which pertain to the performance of the Work.

1-1.32 **INSTALLATION, INSTALL.** Completely assembling, erecting, and/or connecting materials, parts, components, supplies, and related equipment specified or required for the completion of the Work.

1-1.33 **LABORATORY.** Established professional laboratories authorized by the City to test materials and Work involved in the Contract.

1-1.34 **LEGAL HOLIDAYS.** Those days designated as Federal holidays or declared by the City, or otherwise specified in the Contract Documents.

1-1.35 **LIQUIDATED DAMAGES.** The amount prescribed in the Contract Documents to be paid to the City or to be deducted from any payments due or to become due the

Contractor for each day's delay in completing the whole or any specified portion of the Work beyond the time allowed in the Supplemental Conditions.

1-1.36 **NOTICE OF COMPLETION.** A legal notice filed by the City with the Placer County Recorder's Office stating that construction has been completed and accepted by the City.

1-1.37 **NOTICE TO PROCEED.** A written notice given by the City to the Contractor fixing the date on which the Contract Time will commence to run.

1-1.38 **NOTICE OF TERMINATION.** Written notice from the City to the Contractor and/or its Surety terminating the Agreement, or a portion thereof, either for convenience of the City or for default due to the Contractor's failure to perform its contractual obligations.

1-1.39 **OVERHEAD.** Business or administrative expenses (including but not limited to office expenses, administrative staff, rent, insurance, utilities) not chargeable to a particular part of the Work. The term "Overhead" shall include all of the following:

A. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor whether at the Work Site or in Contractor's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications, all of which are to be considered administrative costs covered by the Contractor's fee.

B. Expenses of Contractor's principal and branch offices other than Contractor's office at the site.

C. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

D. Cost of premiums for all bonds and for all insurance whether or not Contractor is required by the Contract Documents to purchase and maintain the same, except as provided in section 1-1.25.

E. Other overhead or general expense costs of any kind.

1-1.40 **PREMISES.** Shall mean the area within construction easements, easements, rights of entry and City owned property which surrounds the Work Site, limited by the property lines thereof. In some cases Premises may coincide with the Work Site.

1-1.41 **PROFESSIONAL ENGINEER.** An engineer licensed by the Board of Registration for Professional Engineers, State of California.

1-1.42 **PROJECT MANUAL.** A book containing all Contract Documents.

1-1.43 **PROPOSAL FORMS.** The approved forms upon which the City requires that each Bidder submit its bid with regard to the Agreement.

1-1.44 **REQUEST FOR INFORMATION (RFI).** A document issued by the Contractor requesting information concerning the Contract Documents.

1-1.45 **SAFETY.** Includes the practice of identifying potential hazards, assessing their risk, taking corrective action where possible, including and providing control measures such as engineering design, written procedures, and the personal protective equipment for workers in order to eliminate or reduce the risk for exposure in the workplace.

1-1.46 **SCHEDULE OF VALUES.** The breakdown of the Contract Price that will serve as the basis for Contractor's Applications of Payment. Any lump sum bid item

included within the Contract Price will be apportioned among values relating to specific components of the Work covered by said lump sum.

1-1.47 **SHOP DRAWINGS.** Drawings, plans, diagrams, schedules, and other data specifically prepared and submitted to the City by the Contractor, showing in detail: (a) the proposed fabrication and assembly of a special component of the Work; and (b) the Installation (form, fit and attachment details) of a special component of the Work. Shop Drawings shall be deemed to include Working Drawings, Product Data, literature, and applicable performance and test data.

1-1.48 **SPECIFICATIONS.** The technical Specifications for the Work prepared by the Director or an Engineer or Architect describing in detail the nature of the Work, its components, any performance standards, and how the Work is to be constructed.

1-1.49 **SUBCONTRACTOR.** Any individual, firm, partnership, limited liability company, corporation, joint venture, or combination thereof, other than employees of the Contractor, engaged by the Contractor to furnish services, labor, equipment and materials for a portion of the Work.

1-1.50 **SUBMITTALS.** Those documents required to be submitted by the Contractor for review by the City in accordance with the Contract Documents.

1-1.51 **SUPPLEMENTAL CONDITIONS.** The Supplemental Conditions are specific clauses modifying or supplementing these General Conditions.

1-1.52 **SUPPLIER.** Any individual, firm, partnership, limited liability company, corporation, joint venture, or combination thereof, other than employees of the Contractor, that supplies a tangible product as a portion of the Work, with services usually limited to delivery and/or required testing, and with manufacturing, fabrication, or production facilities located off

the Work Site.

1-1.53 **WORK.** The furnishing of all labor, and the furnishing and Installing of all materials, articles, supplies and equipment as specified, designated, or required by the Contract Documents.

1-1.54 **WORK SITE.** All or portion of the Premises that the Work is limited to as shown on the Contract Drawings or designated by the Director. Public streets are not included unless Work is being done within the street right-of-way.

1-1.55 **WORKING DRAWINGS.** Original drawings prepared by the Contractor and/or its Subcontractors or Suppliers, of any tier, illustrating Work required for construction that will not become an integral part of the completed Work. This includes, but is not limited to, drawings for temporary structures such as decking, bulkheads, excavation supports, utility support, groundwater control, forming, falsework, access roads, staging areas, staging plans, and diversion plans. A Working Drawing is one type of a Shop Drawing.

SECTION 2

CONTROL AND SCOPE OF THE WORK

2-1.01 **AUTHORITY OF DIRECTOR.** The Contract shall be performed in a manner satisfactory to the Director who shall decide all questions which may arise as to the quality or acceptability of materials furnished and Work performed and as to the manner of performance and rate of progress of the Work; all questions which may arise as to the interpretation of the Contract Documents; all questions as to the acceptable fulfillment of the Contract on the part of the Contractor; and all questions as to compensation. The Director shall have authority to enforce and make effective such decisions and orders in the event the Contractor fails to promptly carry out the same.

2-1.02 **INTENT OF CONTRACT DOCUMENTS.** The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The intent of the Contract Documents is to describe the details for the construction and completion of the Work. Where the Contract Documents describe portions of the Work in general terms, but not in complete detail, it is understood that only the best general practice shall be followed and that only materials and workmanship of the best quality are to be used. Any Work, materials, or equipment that are customarily provided, or that are reasonably inferable from the Contract Documents as being required to produce the intended result, shall be supplied, whether or not specifically called for. When words, which have a well-known technical or trade meaning are used to describe work, materials, or equipment, such words shall be interpreted in accordance with that meaning. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals, and do all the Work involved in executing the Contract in a

satisfactory and workmanlike manner.

Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, laws, or regulations in effect on the first published date of the Notice to Contractors, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of City or Contractor, or any of their consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to City, or City's designated representative, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to other provisions of the Contract Documents.

The Contract Documents are divided into parts, divisions, sections and articles for convenience, organization and reference. Generally, there has been no attempt to divide the Specifications sections into work performed by the various building trades, work by separate Subcontractors, or work required for separate facilities in the project.

2-1.03 **EXAMINATION AND VERIFICATION OF CONTRACT DOCUMENTS.** The Contractor shall thoroughly examine and become familiar with all of the various parts of the Contract Documents and shall determine the nature and location of the Work, the general and local conditions (including applicable laws) and all other matters which can in any way affect the cost, progress or performance of the Work under this Agreement. Failure to make an examination necessary for this determination shall not release the Contractor from the obligations of the Agreement. No oral agreement or conversation with any officer, or employee

of the City, or with the City's designated representative either before or after the execution of the Agreement, shall affect or modify any of the terms or obligations contained in the Contract Documents.

2-1.04 **CONTRACT DRAWINGS.** The Contract Drawings consist of general drawings and show such plans, elevations, sections, details and schedules as are necessary to give a graphic and pictorial description of the contemplated construction. All authorized alterations affecting the requirements and information given on the Contract Drawings shall be in writing.

2-1.05 **COORDINATION AND INTERPRETATION OF CONTRACT DOCUMENTS.** All Contract Documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary, and to describe and provide for a complete Work.

In the event of inconsistencies between requirements contained in different components of the Contract Documents, the precedence of the Contract Documents shall be as follows to resolve conflicts:

1. Change Orders
2. The Contract (including Addenda)
3. The Supplemental Conditions
4. Specifications
5. Contract Drawings
6. The General Conditions

Should it appear that the Work to be done or any of the matters relative thereto are not sufficiently detailed or explained in the Contract Documents, the Contractor shall submit a

Request for Information ("RFI") to the Director for such further explanations as may be necessary and shall conform to the written explanation given as if part of the Contract Documents. The decisions of the Director shall be final.

Contractor shall anticipate that it will be necessary to prepare and submit RFIs regarding the Contract Documents. The City will respond to each RFI by no later than fourteen (14) Days after receipt of the RFI, unless the RFI is of significant complexity. Furthermore, in the event that there are numerous RFIs pending, Contractor shall cooperate with the City in establishing a priority for responding to the RFIs, and potentially some RFIs may be responded to beyond the fourteen (14) Day period.

Each RFI prepared by Contractor shall be full and complete. Contractor shall prepare RFIs so as to not cause any delay to the progress of the Work and to not cause any impact to Contractor's labor productivity in the field. Contractor shall not assert any Claims for delay or interference against the City if Contractor fails to timely submit any RFI to the City, after consideration of the response period allowed for by the City.

The response to an RFI shall not, by itself, constitute a writing that authorizes Contractor to perform any Work that causes an adjustment to either the Contract Price or the Contract Time. If Contractor believes that any response to any RFI should constitute a compensable change, Contractor shall provide a Notice of Potential Claim as provided in Section 7-1.03, below. Contractor's failure to provide the required written notice shall constitute a waiver of the Contractor's right to seek a compensable change based on the RFI response.

The Contractor shall examine all Contract Documents; shall verify all figures in the Contract Documents before laying out the Work; shall promptly notify the City of all errors, inconsistencies, and/or omissions that it discovers; and, in instances where such non-

conformities are discovered, shall obtain specific instructions in writing from the City before proceeding with the Work. Contractor's performance of any Work affected by such non-conformities prior to the City's decision shall be at the Contractor's risk. Any Work that is customarily provided or that is reasonably inferable shall not relieve the Contractor from performing such work at no additional expense and/or delay, and such Work shall be performed as if fully set forth in the Contract Documents.

2-1.06 **INDEPENDENT CONTRACTOR STATUS.** The Contractor shall independently perform all Work required by the Contract Documents and shall not be considered as an agent or employee of the City, nor shall the Contractor's Subcontractors or employees be considered as subagents of the City.

The Contractor and Contractor's Subcontractors shall be licensed in accordance with the laws of the State of California and as more particularly described in the bidding documents or elsewhere in the Contract Documents.

2-1.07 **ORDER OF WORK.** When required by the Contract Documents, the Contractor shall follow the sequence of operations set forth therein. Full compensation for conforming to such 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.

2-1.08 **SUBMITTALS.** It shall be the Contractor's responsibility to timely submit, so as to cause no delay in the Work, all Shop Drawings, descriptive data, manuals, instructions, affidavits, samples for the various trades as required by the Supplemental Conditions and Specifications, and offers of alternatives, if any. Such Submittals shall be checked and coordinated by the Contractor with the Work of other trades involved before they are submitted to the Director for examination.

The Contractor shall deliver at least one (1) electronic copy of the Submittals to the Director, and one (1) hard copy if requested. Work requiring the submittal of working drawings, descriptive data or samples shall not begin prior to approval of said Submittal by the Director.

The time allowed for review of each Submittal will be as indicated in the Supplemental Conditions. Review time will start upon receipt of the Submittal by the Director and will end upon the Director's mailing of the Submittals to the Contractor. Defective, incomplete or partial Submittals will be returned to the Contractor unreviewed.

Submittals shall be made by a letter of transmittal that shall contain a list of all matter submitted and identification of all variations from the Contract Documents contained in the Submittal. The letter and all items accompanying the same shall be fully identified as to project name and location, Contractor's name, district, county, and Contract number, with ample cross-references to the Contract Documents, to facilitate identification of items and their location in the Work.

All Shop Drawings and supporting data, catalogs, schedules, shall be submitted as the instruments of the Contractor, who shall be responsible for their accuracy and completeness. These Submittals may be prepared by the Contractor, Subcontractors, or Suppliers, but the Contractor shall ascertain that Submittals meet all of the requirements of the Contract Documents, while conforming to structural, space, and access conditions at the point of Installation. The Contractor shall check all Submittals before submitting them to the Director.

2-1.08A **SHOP DRAWINGS.** The Contractor shall submit an electronic copy (searchable PDF) of all Shop Drawings required by the Supplemental Conditions or Specifications, and one (1) hard copy, if requested by the Director. Shop Drawings shall also be provided separately in AutoCAD format using the latest version of AutoCAD. An electronic

copy will be returned to the Contractor either approved for use, as demonstrated by a stamp, or returned for correction and resubmittal. Materials, colors and/or samples will not be returned to the Contractor. Shop Drawings include any drawing, which requires execution by a draftsman as distinguished from printed matter. The size of Shop Drawings shall not exceed twenty-four inches (24") by thirty-six inches (36").

2-1.08B **DESCRIPTIVE DATA.** The Contractor shall submit an electronic copy (searchable PDF) of each set of manufacturer's brochures or other data required by the Supplemental Conditions or Specifications, and one (1) hard copy, if requested by the Director. The City will examine such Submittals and return either an electronic copy or a hard copy approved for use or returned for correction and resubmittal.

2-1.08C **SAMPLES.** The Contractor shall submit samples of articles, materials or equipment as required by the Supplemental Conditions or Specifications. The Work shall be in accordance with the approved samples. Samples shall be removed from City property when directed or may be incorporated in the Work if approved by the Director. Samples not removed by the Contractor will become the property of the City or, at the City's option, will be removed or disposed of by the City at the Contractor's expense.

2-1.08D **MANUALS, INSTRUCTIONS AND AFFIDAVIT.**

A. Manuals and Instructions. Where operation and maintenance manuals are required by the Supplemental Conditions, the Contractor shall submit two (2) sets of manuals, suitably bound, along with two (2) electronic copies in an approved format, to the Director within forty-five (45) Days after favorable review of the equipment or facilities. If operation and maintenance manuals are approved to be provided in PDF format, text shall be provided in searchable PDF format, making proper use of PDF for headings and heading levels,

paragraphs, tables, and lists. Submitted operation and maintenance manuals shall be a collected, organized, and indexed set of bookmarked PDF documents comprising each operation and maintenance manual that corresponds to a hardcopy binder. All manuals shall be marked to indicate the specific equipment furnished for this project and shall include at a minimum:

1. Equipment summary form
2. Cover/Title page
3. Table of contents
4. Operating procedures including start-up, shutdown, normal operation, all operating modes, emergency shutdown, and safety precautions
5. Lubrication instructions (if required)
6. Preventative maintenance procedures
7. Troubleshooting and corrective maintenance procedures
8. Reinstallation instructions
9. Overhaul instructions (if applicable)
10. Parts identification list with exploded view and associated cross references
11. Recommended spare parts list
12. Operator safety requirements
13. Electrical and control system wiring drawings, including panel wiring control (ladder) diagrams, logic diagrams, loop diagrams, and interconnection diagrams
14. Panel layout and assembly drawings

15. Mechanical drawings

16. Printouts of all software programs and configuration files

17. Factory and field test procedures and results

Operation and maintenance manuals for complex equipment shall also include:

18. Alternate specified operating modes

19. Emergency shutdown instructions

20. Normal shutdown instructions

21. Long term shutdown instructions

Operation and maintenance manuals for systems comprised of separate pieces of equipment shall include a system explanation of items 4, 7, 18, 19, 20, and 21 as well as the instructions for the separate pieces of equipment.

B. Affidavits. Where required in the Supplemental Conditions or Specifications, manufacturers of equipment shall provide field service as a part of this project. Equipment shall not be considered ready for full time operation until after the authorized factory-trained and qualified manufacturer's representative for the specific equipment has checked and adjusted the equipment and certified by written affidavit that the equipment has been properly Installed, tested, adjusted, lubricated, and calibrated, and is ready for full time operation. Acceptable affidavits shall be submitted prior to completion of the Work. Affidavits shall contain the following specific wording:

"The (Name of Equipment) has been properly installed, tested, adjusted, lubricated, and calibrated, and is ready for full time operation. The installation has been inspected and has been found to be in conformance with our (the manufacturer's) standards and requirements."

No amplification, dilution, or modification of this specific wording will be permitted.

2-1.08E **ALTERNATIVES.** For convenience in designation in the Contract Documents, certain materials, articles, or equipment may be designated by a brand or a trade name or the name of the manufacturer together with catalog designation or other identifying information, hereinafter referred to generically as "designated by brand name." Except in those instances where the product is designated to match others in use in a particular improvement, either completed or in the course of completion, an alternative material, article, or equipment which is of equal quality and of the required characteristics for the purpose intended may be proposed for use provided the Contractor complies with the following requirements:

A. The Contractor shall submit its proposal for an alternative in writing. Such request shall be made in ample time to permit review and approval without delaying the Work. The Contractor shall not be entitled to an adjustment of the Contract Time or an increase in the Contract Price based on any Contractor-proposed substitution.

B. No such proposal will be considered unless accompanied by complete information and descriptive data, necessary to determine the equality of the offered materials. The Contractor shall satisfy the Director as to the comparative quality, suitability, or performance of the offered material, articles, or equipment. In the event that the Director rejects the use of such alternative materials, articles, or equipment, then one of the particular products designated by brand name shall be furnished.

C. The burden of proof as to the quality and suitability of alternatives shall be upon the Contractor and it shall furnish all information necessary as required by the Director. The Director shall be the sole judge as to the quality and suitability of alternative articles or materials and such decisions shall be final. Where use of an alternative material

involves redesign of, or changes to, other parts of the Work, the cost and time required to effect such redesign or changes will be considered in evaluating the suitability of the alternative material. Cost of redesign by the City will be borne by the Contractor.

D. Whenever classification, rating or other certification by a body such as Underwriters Laboratories (UL) or the National Electrical Manufacturers Association (NEMA) is a part of the specification for any material, Contractor's request for use of alternative articles or materials shall be accompanied by reports from the listed or equivalent independent testing Laboratory indicating compliance with the Contract Documents. The cost of all testing required to prove equality of the material proposed shall be borne by the Contractor. Approval of an alternative shall be only for the characteristics or use named in such approval, and shall not be used to change or modify any requirement of the Contract Documents.

E. At its election, the City reserves the right to consider any Contractor proposed substitution as a Cost Reduction Proposal under Section 3-1.07 of these General Conditions in the event that there is a significant savings resulting from the substitution.

The Director will examine, with reasonable promptness, such Submittals, and return of Submittals to the Contractor shall not relieve the Contractor from responsibility for deviations and alternatives from the Contract Documents, nor shall it relieve the Contractor from responsibility for errors in the Submittals. A failure by the Contractor to identify in its letter of transmittal material deviations from the Contract Documents shall void the Submittal and any action taken thereon by the Director. When specifically requested by the Director, the Contractor shall resubmit such Shop Drawings, descriptive data and samples as may be required.

If any mechanical, electrical, structural, or other changes are required for the proper Installation and fit of alternative materials, articles, or equipment, or because of deviations from

the Contract, such changes shall not be made without the approval of the Director and shall be made without additional cost to the City.

2-1.09 **DISPOSAL OF MATERIAL OUTSIDE THE WORK SITE.** Unless otherwise stated elsewhere in the Contract Documents, the Contractor shall, at its own cost and expense, make its own arrangements for disposing of materials outside the Work Site.

Except when material is to be disposed of at a landfill or recycling center, when any material is to be disposed of outside the Work Site, the Contractor shall first obtain written permission from the City to dispose of the material at the intended location. The City's approval will be contingent upon the Contractor obtaining a written permit from the property owner on whose property the disposal is to be made. Prior to the disposal of any material at the intended location, the Contractor shall submit such permit or a certified copy thereof to the City, together with a written release from the property owner absolving the City from any and all responsibility related to the disposal of material on said property.

Disposal of Hazardous Materials must be done in accordance with all laws and regulations. Copies of all required regulatory documentation including copies of final manifests shall be supplied to the City.

2-1.10 **ACCESS TO THE WORK.** The Contractor shall satisfy itself that the jurisdictions through which its operations and haul routes pass will permit such operations with respect to the type of vehicle, laden weights, frequency and dimensions of loads, hours of operation and required traffic control. All necessary permits, licenses or bonds shall be obtained and paid for by the Contractor.

2-1.11 **TEMPORARY UTILITIES.** The Contractor shall make its own arrangements with utility companies for any temporary services it may require in performance of

the Work and shall pay all costs of these services directly to these utility organizations.

2-1.12 **UTILITY FACILITIES.** The Contractor shall protect from damage those utility facilities that are to remain in place, be Installed, relocated or otherwise arranged.

The Contractor's attention is directed to the possible existence of facilities not shown, and of facilities in a location different from that, which is indicated. The Contractor shall take steps to ascertain the exact location of all facilities prior to doing any Work, which may damage such facilities or interfere with their service. Where the location of a facility is indicated or inferred from the presence of visible facilities such as buildings, meters, and junction boxes, the Contractor shall make such excavations and explorations as are necessary to ascertain the correct location. Unless provided for elsewhere in the Contract Documents, the cost of such excavations and explorations will be considered as a part of the cost of other items of Work and no additional payment will be made. Such excavations and exploratory Work shall not entitle the Contractor to an extension of time.

If the Contractor discovers underground facilities not indicated or inferred from the Contract Documents, the Contractor shall immediately give the Director written notification of the existence of those facilities. The Contractor shall determine the exact location of the underground facilities and the cost of the work will be paid for in accordance with the Contract Documents. The underground facilities shall be protected from damage as directed by the Director and the cost of that work will be paid for as extra work. The Contractor shall, if directed by the Director, repair any damage, which may occur to the underground facilities. The cost of that repair work, not due to the failure of the Contractor to exercise reasonable care, will be paid for as extra work. Damage due to the Contractor's failure to exercise reasonable care shall be repaired at the Contractor's cost and expense.

Where it is determined by the City that the rearrangement of an underground facility, the existence of which is not shown on the Contract Drawings, is essential in order to accommodate the Work, the City will provide for the rearrangement of such facility by other forces or, when so ordered by Change Order, such rearrangement shall be performed by the Contractor and will be paid for as provided under a Change Order.

The Contractor shall be responsible for the maintenance of all utility facilities placed by the Contractor in temporary locations, and all utilities within the construction area not required to be relocated but which are required to be shored or supported during the construction period. The cost of such maintenance shall be borne by the Contractor, and no other compensation shall be due the Contractor for this Work.

The cost of providing and maintaining all necessary or required temporary structures, of making any necessary repairs, replacements, or similar operations, or furnishing indemnity or other bonds, if required, and all costs required by this Section shall be paid by the Contractor and shall be included in the prices bid in the schedule for other items of work.

2-1.13 **PRESERVATION AND CLEANING.** The Contractor shall clean up the Work at frequent intervals and at other times when directed by the Director. While finish Work is being accomplished, floors, Work areas and finished areas shall be kept clean, free of dust, construction debris and trash. Upon completion of the Work, the Contractor shall remove from the Premises its construction equipment and any waste materials not previously disposed of, leaving the Premises thoroughly clean and ready for final inspection.

2-1.14 **LIMITATIONS ON WORK SITE AND PREMISES.** The Contractor shall limit its construction operations to the Work Site unless otherwise shown on the Contract Drawings or specified. The Contractor shall perform no operation of any nature over or on the

Premises except such operations as are authorized by the Contract Documents or as authorized by the Director.

2-1.15 **DUST CONTROL.** During the performance of all Work under this Contract, the Contractor shall assume all responsibility for dust control and shall furnish all labor, equipment, and means required to carry out proper and efficient measures wherever and whenever dust control is necessary to prevent the operations from producing dust damage and nuisance to persons and property. Any claims resulting from dust damage or nuisance shall be borne solely by the Contractor. The Contractor shall comply with all applicable Air Quality Act requirements.

2-1.16 **SANITATION.** The Contractor shall provide sanitary facilities for all persons working on the Work.

2-1.17 **NIGHT WORK AND NORMAL WORKING HOURS.** Normal working hours at the construction site shall be between the hours of 7:00 a.m. and 7:00 p.m. Monday through Friday. Legal holidays are excluded. Certain utility connections and street operations are anticipated to require night Work by the Contractor during low usage periods. The Contractor may also be required to prosecute the Work at night if, at any time, the Director shall deem it necessary for the progress of the Work, or if emergencies arise. The Contractor shall promptly comply with any such requirements made in writing by the Director. The Contractor will also be permitted to Work at night if Contractor satisfies the Director of the need therefor, in order to maintain the required progress or protect the Work from the elements. Certain activities are required to be performed at night for nominal progress of the Work and/or are specified to be performed at night by other portions of the Supplemental Conditions. When required, ordered, or permitted to Work at night, the Contractor shall provide sufficient and

satisfactory lighting and other facilities therefor. The Contractor shall receive no extra payment for night Work, if specified or if required to be performed during the normal progress of the Work, but compensation shall be considered as having been included in the price stipulated for the Work.

If Contractor performs work during weekends, holidays or any non-normal work hours, Contractor shall pay for required City Inspectors.

2-1.18 **LINES AND GRADES.** Unless otherwise provided in the Supplemental Conditions, the Contractor shall lay out all Work, including structures and pipelines, and shall be responsible for any errors resulting therefrom. In all questions arising as to proper location of lines and grades, the Director's decision will be final.

As part of the bid price for the construction of the improvements, the Contractor shall provide and be responsible for the layout of all Work on this project. The Contractor shall provide all necessary surveys, field staking, and positioning for the construction of all components at the proper alignment, elevations, grades, and positions, as indicated on the Contract Drawings and as required for the proper operation and function. The Contractor shall stake its Work area limits. Contractor shall perform all construction staking using a land surveyor licensed in the State of California. Contractor shall provide a staking plan prior to commencement of Work for the City's review and maintain monuments, stakes, and marks, and shall update the plan as necessary. Director, or Director's designated representative, may verify the field condition. Errors or inconsistencies in the Contract Documents discovered by the Contractor shall be reported to the Director within twenty-four (24) hours and prior to constructive forms or related improvements. Any work Installed with this requirement shall be subject to removal and replacement at the Contractor's expense.

The Contractor's lay-out shall be based on existing structures, property lines, survey control, and bench marks established by the City. All structures and pipeline connections shall be Installed based on actual elevation of existing structures to which connections are made.

The Contractor shall supply such labor as required, at no extra charge, to aid and assist the Director in checking location and grades of the Work as set by the Contractor if the Director desires to perform this checking. This shall include moving materials and equipment located between monuments and the construction Work.

2-1.19 **ARCHEOLOGICAL DISCOVERIES.** Upon discovery of prehistoric or historic artifacts, or other indicators or examples of cultural resources discovered during the course of site preparation, grading, excavation, construction or other development activities, all operations within fifty feet (50') of the find shall cease until such time as the City provides the services of a qualified archeologist to evaluate the finds and recommend appropriate action.

Prehistoric materials can include flaked stone tools (e.g., projectile points, knives and choppers) or tool making debris of obsidian, chert, quartzite and other materials, culturally darkened soil (i.e., midden, which often contains heat affected rock, ash and charcoal, shellfish remains, and cultural materials), and stone milling equipment such as mortars, pestles and hand stones. Historic material may include wood, stone, concrete or adobe footings, walls and other structural remains; debris filled wells or privies; and deposits of wood, metal, glass, ceramics and other refuse.

2-1.20 **PRESERVATION OF MONUMENTS.** Any monuments or bench marks disturbed by construction operations shall be repaired per the City's standard and promptly re-established by a registered land surveyor or civil engineer. A plat for each monument shall be furnished to the Director after the plat has been recorded with the Placer

County Recorder's Office at no additional cost to the City. The recorded plat shall serve as a record of the re-establishment of said existing survey points.

2-1.21 **CONFORMITY WITH CONTRACT DOCUMENTS.** Work and materials shall conform to the lines, grades, cross sections, dimensions and material requirements, including tolerances, required by the Contract Documents. Although measurement, sampling and testing may be considered evidence as to such conformity, the City shall be the sole judge as to whether the Work or materials deviate from the Contract Documents. At its option, the City may elect to accept deviations from the Contract Documents with appropriate backcharge Assessments against the Contractor, and, if such an election is made, the City will provide written notice to the Contractor of such acceptance.

2-1.22 **FINAL CLEANUP.** Prior to final Acceptance of the Work, the Contractor shall thoroughly clean the Premises, remove all temporary structures built by or for the Contractor, and remove all equipment and surplus construction material and debris from the area. The entire project, before Acceptance by the City, shall be left in a neat and clean condition. All Work areas and temporary construction areas shall be returned to essentially the same conditions existing before the commencing of project construction.

2-1.23 **AS-BUILT DOCUMENTS AND DRAWINGS.** The Contractor shall maintain one set of the full size prints furnished by the City and mark thereon in color any deviations from plan dimensions, elevations, or orientations. Also, the Contractor shall locate on said prints, all underground facilities, such as piping, conduits and tanks by accurate field measurement from structure walls, corners, etc. The Contractor shall submit the prints and an electronic CD (searchable PDF or source file format such as AutoCAD) in good condition to the Director upon completion of the job as a condition of Acceptance of the project. Marked prints

shall be updated at least once each week and shall be available to the Director for review as to currency prior to developing partial payment estimates. After the completion of testing, but prior to Acceptance, the Contractor shall submit As-Built electrical drawings in color and an electronic CD showing all components and their wiring, and as specified in the Supplemental Conditions.

2-1.24 **SUPERINTENDENCE.** The Contractor shall supervise and direct the Work, which shall be performed in accordance with the requirements of the Contract Documents. The Contractor shall be solely responsible for implementation of all construction means, methods, techniques, sequences, and procedures and for coordination of all portions of the Work under the Agreement. The Contractor shall be solely responsible for the safety of its employees, Subcontractors of any tier, Suppliers, visitors to the Contractor, and other third parties associated with the Contractor.

The Contractor shall designate in writing before starting Work, an authorized representative who shall have the authority to represent and act for the Contractor.

When the Contractor is comprised of two (2) or more persons, firms, partnerships, or corporations functioning on a joint venture basis, said Contractor shall designate in writing before starting Work, the name of one authorized representative who shall have the authority to represent and act for the Contractor. Instances of misconduct, contract non-compliance, unsatisfactory performance, or incompetence by these personnel shall be grounds for the City to direct Contractor to dismiss them from the Project. Contractor shall immediately comply with the City's request for dismissal, at no cost to the City, and shall designate a replacement, which shall be subject to approval by the City.

Said authorized representative shall be present at the site of the Work at all times while Work is actually in progress on the Contract. When Work is not in progress and during periods

when Work is suspended, arrangements acceptable to the Director shall be made for any Emergency Work that may be required.

Whenever the Contractor or its authorized representative is not present on any particular part of the Work where it may be desired to give direction, orders will be given by the Director, which shall be received and obeyed by the superintendent or foremen who may have charge of the particular Work in reference to which the orders are given.

Any order given by the Director, not otherwise required by the Supplemental Conditions to be in writing, will on request of the Contractor, be given or confirmed by the Director in writing.

2-1.25 **CHARACTER OF WORKER.** If any Subcontractor or person employed by the Contractor shall appear to the Director to be incompetent or to act in a disorderly or improper manner, he or she shall be removed immediately on the requisition of the Director, and such person shall not again be employed on the Work.

2-1.26 **INSPECTION.** The Contractor shall at all times permit the Director to inspect the Work or any part thereof. The Contractor shall maintain proper facilities and provide safe access for such inspection by the Director to all parts of the Work, and to the shops where the Work is in preparation. Work shall not be covered up until authorized by the Director and the Contractor shall be solely responsible for notifying the Director where and when such Work is in readiness for inspection and testing. Should any such Work be covered without authorization, it shall, if so ordered, be uncovered at the Contractor's expense.

Unless otherwise designated as normal working hours, whenever the Contractor intends to perform Work on Saturday, Sunday, or a Legal Holiday, the Contractor shall give notice to the Director of such intention forty-eight (48) hours prior to performing such Work, or such longer

period as may be specified so that the Director may make necessary arrangements.

The observation and/or approval of the workmanship or materials by the City shall not relieve the Contractor of any obligations to fulfill the requirements of the Contract Documents. Workmanship and materials not meeting such requirements shall be corrected and unsuitable Work or material may be rejected, notwithstanding that such Work or materials have been previously observed and/or approved by the City, or payment therefor has been included in a progress estimate.

The City may order re-examination of questioned Work at any time before final Acceptance. If so ordered, the Contractor shall uncover the Work. If such work is found to be in accordance with the Contract Documents, the City will pay for the cost of uncovering, removing, recovering and replacing the parts removed; but if such Work so exposed or examined is not in accordance with the Contract Documents, the uncovering, removal, recovering and replacement shall be at the Contractor's expense. Work that has been covered prior to observation by the City does not qualify as re-examined work; the City may order such work uncovered for observation without payment of any costs.

2-1.27 **REMOVAL OF REJECTED AND UNAUTHORIZED WORK.** All Work which has been rejected shall be remedied, or removed and replaced by the Contractor in a manner acceptable to the Director and no compensation will be allowed the Contractor for such removal, replacement, or remedial Work.

Any Work done beyond the lines shown on the Contract Drawings or established by the Director, or any Work done without written authority will be considered as unauthorized Work and will not be paid for. Upon order of the Director, unauthorized Work shall be remedied, removed, or replaced at the Contractor's expense.

Upon failure of the Contractor to comply promptly with any order of the Director made under this section, the Director may cause rejected or unauthorized Work to be remedied, removed, or replaced, and the costs thereof will be deducted from any moneys due or to become due the Contractor.

SECTION 3

CHANGES IN THE WORK

3-1.01 **CHANGES.** The Director, without invalidating this Agreement and without notice to Contractor's surety, may order changes in the Work, consisting of additions or deletions, or other revisions. The Contract Price and the Contract Time shall be adjusted accordingly. All such changes in the Work, including in the Contract Price and the Contract Time, shall be authorized only by Contract Change Order, signed by the Director.

If Contractor claims that performance of any work entitles it to additional compensation or to an extension of time for performance of the Work, Contractor shall provide written notice to the City of any such claim prior to undertaking such work. Contractor shall provide written notice of any anticipated impacts to the Contract Price or Contract Time within three (3) Days of discovering such impact, by submitting a Notice of Potential Claim described in Section 7-1.03 below, or notice of delay as described in Section 6-1.09 below. If the Director refuses to issue a Change Order for such work, Contractor shall perform that work if directed or obligated to do so and shall submit a complete and specific Claim for additional compensation and/or extension of time for performance within fifteen (15) Days after such work is performed, as described in Section 7-1.03 below. Failure to provide written notice of claims prior to undertaking such work, failure to provide a timely Notice of Potential Claim, or failure to submit timely a complete and specific Claim for additional compensation and/or extension of the time for performance, shall be deemed a waiver and abandonment of any such Claim. No Claim, dispute or controversy shall interfere with the progress or performance of the Work and the Contractor shall proceed with the Work as directed by the Director. Failure to so proceed shall amount to a

default under this Agreement.

3-1.02 **PROPOSED CHANGE ORDERS.** The Contractor will be notified in writing of a proposed Change Order describing the intended change. Within fifteen (15) Days after receipt of a written request, the Contractor shall submit its proposed price to be added or deducted from the Contract Price due to the change and its estimate of the extent of the adjustment in the Contract Time, if any. The Contractor's proposed price to be added to or deducted from the Contract Price shall be supported by a detailed estimate of cost prepared by the Contractor, vendor or Supplier. The Contractor's proposed price submittal shall be accompanied by a statement of the time necessary for the changed Work, together with a description of how this time will be incorporated into the current Construction Schedule. The Contractor shall upon request by the Director permit inspection of its original Contract estimate, subcontract agreements or purchase orders relating to the change.

If agreement is reached on the adjustment in compensation as provided in Section 3-1.05, "Contract Price Adjustment," of these General Conditions, the Contractor shall proceed with the Work as changed at the agreed price.

If the Contractor and the Director fail to agree as to the adjustment in compensation for the performance of the changed Work, the Contractor, upon written order from the Director, shall proceed immediately with the changed Work and the Contract Price shall be adjusted in accordance with Section 3-1.06, "Force Account Payment," of these General Conditions.

If the Contractor fails to submit its cost estimate within such fifteen (15) Day period, the Contractor shall commence the Work as changed immediately upon receipt of written order of the Director, and the Contract Price will be adjusted in accordance with the Director's cost estimate for the changed Work.

3-1.03 **EMERGENCY AND INDETERMINATE TYPE CHANGE ORDERS.** Changes in the Work made necessary by an Emergency, as determined by the Director, or changes of a kind where the extent of the Work cannot be determined until completed, may be authorized by the Director in writing. The Change Order shall state that it is issued pursuant to this Section 3-1.03. Upon receipt of an authorized Change Order or other written order of the Director, the Contractor shall proceed with the ordered Work and the Director will maintain a daily job record containing a detailed summary of all labor, materials and equipment required for the changed Work.

Within fifteen (15) Days after receiving a written request, the Contractor shall submit a detailed estimate of cost for the change and any requested change in Contract Time in the same manner as required for proposed Change Orders in Section 3-1.02 of these General Conditions.

3-1.04 **EXECUTED CHANGE ORDER.** A Contract Change Order signed by both the Director and the Contractor is an "executed Contract Change Order." By signing the Contract Change Order, the Contractor agrees that the specified compensation constitutes full compensation for the changed Work, including payment for interruption, disruption, acceleration, extended Overhead, delay or any other "impact" claim or "ripple effect" claim. The Contractor specifically understands and agrees that its execution of the Contract Change Order shall constitute a waiver of any right for the Contractor to claim any additional compensation with respect to the subject matter of the Contract Change Order.

3-1.05 **CONTRACT PRICE ADJUSTMENT.** If a Contract Change Order provides for an adjustment to the Contract Price, the amount of such adjustment shall be determined by one of the following methods, or a combination thereof, as determined by the City and in its sole discretion:

A. Lump sum. The Contractor and the City may agree on a lump sum amount for the Change Order. At the City's request, the Contractor will provide pricing for the work. Maximum markups for Contract Change Orders paid for using lump sum pricing shall be paid for in the same manner and in the same amounts as markups for Force Account work, as described in Section 3-1.06 below.

B. Unit Prices. The unit prices set forth in the Contractor's Schedule of Bid Prices will be utilized where they are applicable and acceptable to the City. The Contractor's unit prices shall remain firm and shall not be subject to adjustment unless and until the actual quantity of work is increased or decreased by Contract Change Order in an amount greater than twenty-five percent (25%) from the estimated quantity indicated for such item. No markups will be given for Contract Change Orders paid for using unit prices.

Unit prices for new items included in the Contract Change Order but not included in the original bid shall be as mutually agreed upon or, in the absence of agreement, as determined by the City in the same manner as if the work were to be paid for on a Force Account basis, as described in Section 3-1.06 below.

C. Force Account. Where the City and the Contractor are unable to agree on lump sum pricing and if the City does not elect to utilize the unit prices in Contractor's bid, or such unit prices are not applicable, the changed work will be performed and tracked by the Contractor as Force Account work, as described in Section 3-1.06 below. The City will pay for such work, including markups, properly attributable to the change in accordance with those Force Account provisions.

D. Eliminated Items. The City reserves the right to delete any bid item of Work in its entirety. The City makes no representation that any work under a bid item of Work

will be performed, and all work may be subject to a Contract Change Order that deletes such work. Bid items are distinct and severable from the other bid items, and the Contractor shall not be entitled to any anticipated profit, unabsorbed Overhead, or other indirect expense attributable to the deleted item, except as provided immediately below with regard to Force Account mark-ups on the direct and verifiable costs incurred prior to the City's order that deletes the work.

Should any bid item of Work be eliminated in its entirety and not accounted for as described immediately above and, in the absence of an executed Contract Change Order covering such elimination, payment will be made to the Contractor for actual direct and verifiable costs incurred in connection with such eliminated bid item if incurred prior to the date of notification in writing by the City of such elimination. If acceptable material is ordered by the Contractor for the eliminated item prior to the date of notification of such elimination by the City, and if orders for such material cannot be canceled, it will be paid for at the actual direct and verifiable cost to the Contractor. Actual direct costs shall include documented vendor shipping fees, Supplier restocking fees, if applicable, and Contractor handling costs directly related to the eliminated item(s). In such case, the material paid for shall become the property of the City and the actual cost of any further handling will be paid for by the City. If the material is returnable to the vendor and if the City so directs, the material shall be returned and the Contractor will be paid for the actual direct cost of charges made by the vendor for returning the material. The actual direct cost of handling returned materials will also be paid for by the City. The actual direct and verifiable costs to be paid by the City as provided herein will be computed in the same manner as if the work were to be paid for on a Force Account basis, including the application of Force Account mark-ups to said costs.

3-1.06 **FORCE ACCOUNT PAYMENT.** When Work performed pursuant to a

Change Order is to be paid for on a Force Account basis, the Contractor's labor, materials and equipment used in the performance of such Work shall be subject to the approval of the City, and the compensation will be determined as set forth below in this section.

3-1.06A **LABOR.** The Contractor will be paid an amount based on the actual cost for the workers (including foremen when authorized by the Director) used in the actual and direct performance of the Work. All labor costs associated with Overhead, whether field or home office, are specifically excluded herein, as those labor costs are covered by the below mark-ups. The cost of labor, whether the employer is the Contractor, Subcontractor or other forces, shall include employer payments; assessment of benefits required by lawful labor union collective bargaining agreements; compensation insurance payments; contributions made to the State pursuant to the Unemployment Insurance Code; and for taxes paid to the Federal Government pursuant to the Social Security Act of August 14, 1935, as amended. No labor cost will be recognized at a rate in excess of the wages prevailing in the locality at the time the Work is performed, nor will the use of a labor classification, which would increase the cost, be permitted unless the Contractor establishes to the complete satisfaction of the Director the necessity for payment at a higher rate.

3-1.06B **MATERIALS.** Only materials furnished by the Contractor and necessarily used in the performance of the Work will be paid for. Such cost of materials may include the costs of procurement, transportation and delivery if necessarily incurred. If a cash or trade discount by the actual supplier is available to the Contractor, it shall be credited to the City. If materials are procured by the purchaser by any method which is not a direct purchase from and a direct billing by the actual supplier to such purchaser, the cost of such materials shall be deemed to be the price paid to the actual supplier plus the actual costs, if any, incurred in the

handling of such materials. If the materials are obtained from a supply or source owned wholly or in part by the purchaser, the cost of such materials shall not exceed the price paid by the purchaser for similar materials furnished from said source on Bid items or the current wholesale price for such materials delivered to the job site, less any discounts as provided herein, whichever is lower. If, in the opinion of the Director, the cost of materials is excessive, or if the Contractor fails to furnish satisfactory evidence of the cost to it from the actual supplier within sixty (60) Days after the date of delivery of the materials or within fifteen (15) Days after Acceptance of the Agreement, whichever occurs first, the cost of the materials shall be deemed to be the lowest current wholesale price at which similar materials are available in the quantities required, less any discounts provided herein. The Department reserves the right to furnish such materials required by the Change Order as it deems advisable, and the Contractor shall have no claim for cost or markups on material furnished by the Department.

3-1.06C **EQUIPMENT.** The Contractor will be paid an amount based on the actual cost for the use of equipment directly required and approved by the Director in the performance of the changed Work. No payment will be made for time while equipment is inoperative due to breakdowns or on Days when no Work is performed. In addition, the rental time shall include the time required to move the equipment to the Work from the nearest available source of such equipment, and to return it to the source. If such equipment is not moved by its own power, then loading and transportation costs will be paid. Moving time, loading and transportation costs will only be paid if the equipment is used exclusively on the changed Work during the time between move in and move out. Individual pieces of equipment having a replacement value of One Thousand Dollars ($1000) or less shall be considered to be tools or small equipment, and no payment will be made therefore. For equipment owned,

furnished, or rented by the Contractor, no cost therefore shall be recognized in excess of the equipment rental rates published by Caltrans at the following website address: http://www.dot.ca.gov/hq/construc/equipmnt.html. Equipment located at a Work Site and utilized on non-Force Account work shall not eligible for standby payment, and shall be charged on a Force Account basis only when solely performing pre-approved Force Account work tasks.

3-1.06D **MARKUPS.** When a Change Order increases the cost of the Work, the Contractor may add the following maximum markups to its actual costs of labor, materials, or equipment rental:

15 percent for labor;

10 percent for materials; and

5 percent for equipment rental.

The above markups include full compensation, covering the costs of all supervision, bonds, profit, Overhead, and other general expenses not specifically designated as a direct cost in Sections 3-1.06A through 3-1.06C above. The total payment (i.e., direct cost plus applicable markups) shall be deemed to be the actual cost of such work and shall constitute full compensation therefor. The Contractor specifically understands and agrees that such payment shall include any Contractor costs for interruption, disruption, and acceleration, extended Overhead, Change Order management, delay or other "impact" claim or "ripple effect" claim.

When work paid for on a Force Account basis is performed by forces other than the Contractor's own forces, the maximum allowable mark-ups for the Subcontractors' costs shall be fifteen percent (15%) for the cost of labor, ten percent (10%) for the cost of materials, and five percent (5%) for the cost of rented equipment. In these situations where the work is being performed by Subcontractors, the Contractor will only be entitled to an additional five percent

(5%) mark-up and will not be entitled to receive the additional mark-ups specified in this section.

When a Change Order decreases the cost of the Work, the reduction in cost shall include a five percent (5%) markup on the estimated cost for furnishing the labor, materials and equipment, which would have been used on such Work, had the Change Order not been issued.

When a Change Order involves both added Work and deleted Work, the markup or markups to be used shall be as follows:

The actual costs of labor, materials, and equipment rental for added and deleted Work shall be calculated separately without adding markups. If the difference between the calculated costs for labor results in an increased cost, a markup of fifteen percent (15%) shall be applied to the increased cost. If the difference between the calculated costs of materials or equipment rental results in an increased cost, a markup of ten percent (10%) and five percent (5%) respectively, shall be applied to the increased costs of materials or equipment rental, as the case may be. If the difference between the calculated costs for labor, materials or equipment rental results in a decreased cost, a markup of five percent (5%) shall be applied to the decreased costs of labor, materials or equipment rental, as the case may be.

Contractor shall not add mark-ups on work performed and billed by City staff nor add mark-ups to successive iterations of proposed Change Order cost proposals returned to Contractor by the City due to incomplete or inaccurate information being originally submitted by the Contractor. If the Contract Price increases by the issuance of Change Orders, the penal amounts of the bonds required shall increase accordingly.

3-1.06E **RECORDS.** The Contractor shall maintain its records in such a manner as to provide a clear distinction between the direct costs of extra work paid for on a Force Account basis and the costs of other operations.

From the above records, the Contractor shall furnish the City completed daily extra work reports, on forms acceptable to the City, for each Day's extra work to be paid for on a Force Account basis. The daily extra work reports shall itemize the materials used, and shall cover the direct cost of labor and the charges for equipment rental, whether furnished by the Contractor, Subcontractor, or other forces. The daily extra work reports shall provide names and identifications and classifications of workers, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment, and hours operated. Daily extra work and Force Account reports (actual or claimed) shall be signed by both the City's and the Contractor's representatives within twenty-four (24) hours of the performance of the work.

Valid copies of vendor's invoices shall substantiate material charges. Such invoices shall be submitted with the daily extra work reports, or if not available, they shall be submitted with subsequent daily extra work reports. Should said vendor's invoices not be submitted within sixty (60) Days after the date of delivery of the material or within fifteen (15) Days after the Acceptance of the Agreement, whichever occurs first, the City reserves the right to establish the cost of such materials at the lowest current wholesale prices at which said materials were available in the quantities, less any discounts.

The City will compare its records with the completed daily extra work reports furnished by the Contractor and make any necessary adjustments. When these daily extra work reports are agreed upon and signed by both parties, said reports shall become the basis of payment for the work performed, but shall not preclude subsequent adjustment based on a later audit by the City.

The Contractor's cost records pertaining to Work paid for on a Force Account basis shall be open to inspection or audit by representatives of the City during the life of the Agreement and for a period of not less than three (3) years after the date of Agreement completion and the

Contractor shall retain such records for that period. Where payment for materials or labor is based on the cost thereof to forces other than the Contractor, the Contractor shall make every reasonable effort to insure that the cost records of such other forces will be open to inspection and audit by representatives of the City on the same terms and conditions as the cost records of the Contractor. If an audit is to be commenced more than sixty (60) Days after the date of Acceptance of the Agreement, the Contractor will be given fifteen (15) Days' notice of the time when such audit is to begin.

3-1.07 **COST REDUCTION PROPOSALS.** The City encourages the Contractor to submit Cost Reduction Proposals whenever the Contractor identifies areas and/or instances in which there can be savings to the Work. Contractor may submit to the City, in writing, proposals for modifying the plans, Specifications or other requirements of the Agreement for the sole purpose of reducing the total cost of construction, including the time for completion of the Work. The City may consider such Cost Reduction Proposals and, if accepted, the Agreement will be equitably adjusted. The City has no obligation to consider or accept Cost Reduction Proposals.

SECTION 4

CONTROL OF MATERIALS

4-1.01 **MATERIALS.** The Contractor shall furnish all materials required to complete the Work, except materials that are designated in the Supplemental Conditions to be furnished by the City and materials furnished by the City in accordance with Section 3, "Changes in the Work," of these General Conditions.

Unless otherwise specified in the Supplemental Conditions, materials furnished by the Contractor for incorporation into the Work shall be new. When the quality or kind of materials, articles, or equipment is not particularly indicated, then the quality or kind thereof shall be similar to those that are indicated.

Articles or materials to be incorporated in the Work shall be stored in such a manner as to insure the preservation of their quality and fitness for the Work, and to facilitate inspection.

All materials which do not conform to the requirements of the Contract Documents as determined by the Director, will be rejected whether in place or not. Rejected material shall be removed immediately from the site of the Work, unless otherwise permitted by the Director. No rejected material, the defects of which have been subsequently corrected, shall be used in the Work, unless approval in writing has been given by the Director. Upon failure of the Contractor to comply promptly with any order of the Director made under these provisions, the Director shall have the authority to cause the removal and replacement of rejected material and to deduct the cost thereof from any moneys due or to become due the Contractor.

Manufacturer's warranties, guaranties, instruction sheets and parts lists, which are furnished with certain materials incorporated in the Work, shall be delivered to the Director

before Acceptance of the Contract.

Unless otherwise designated in the Supplemental Conditions or Specifications, materials furnished by the City will be delivered to the job site. Materials furnished by the City that are designated in the Supplemental Conditions as available at locations other than the job site shall be hauled to the site of the Work by the Contractor at its expense, including any necessary loading and unloading that may be involved.

The Contractor will be held responsible for all materials furnished to it, and shall pay all demurrage and storage charges. City-furnished materials lost or damaged from any cause whatsoever shall be replaced by the Contractor. The Contractor will be liable to the Department for the cost of replacing City-furnished material and such costs may be deducted from any moneys due or to become due the Contractor.

4-1.02 **PRODUCT AND REFERENCE STANDARDS.** When descriptive catalog designations, including manufacturer's name, product brand name, or model number are referred to in the Contract Documents, such designations shall be considered as being those found in industry publications in effect on the day the Notice to Contractors for the Work is dated, except as may be otherwise stated.

When standards or test designations of the Federal Government, trade societies, or trade associations are referred to in the Contract Documents by specific date of issue, these shall be considered as part of the Contract. When such references do not bear a date of issue, the edition in effect on the day the Notice to Contractors for the Work is dated shall be considered as part of the Contract.

4-1.03 **SAMPLING AND TESTING OF MATERIALS.** Unless otherwise specified, all tests shall be performed in accordance with the methods used by the State

Department of Transportation (Caltrans) and shall be made by the Director or his or her designated representative.

The State Department of Transportation has developed test methods for testing the quality of materials and Work. These test methods are identified by a California Test followed by the serial number. Copies of individual tests are available at the State Department of Transportation Laboratory, Sacramento, California, and will be furnished to interested persons upon request.

Whenever a reference is made in the Supplemental Conditions to a California Test by number, it shall mean the California test in effect on the day the Notice to Contractors for the Work is dated.

Whenever the Supplemental Conditions provide an option between two (2) or more test methods, the Director will determine the test method to be used.

Whenever a Supplemental Condition, manual, or test designation provides for test reports (such as certified mill test reports) from the manufacturer, copies of such reports, identified as to the lot of material, shall be furnished to the Director. The manufacturer's test reports shall supplement the inspection, sampling and testing provisions of this Section 4-1.03 and shall not constitute a waiver of the City's right to inspect. When material which cannot be identified with specific test reports is proposed for use, the Director may at his or her discretion, select random samples from the lot for testing. Testing specimens from the random samples, including those required for retest, shall be prepared in accordance with the referenced Supplemental Conditions and furnished by the Contractor at its expense. The number of such samples and test specimens shall be entirely at the discretion of the Director.

When requested by the Director, the Contractor shall furnish, without charge, samples of

all material entering into the Work, and no material shall be used prior to approval by the Director, except as provided in Section 4-1.04, “Certificates of Compliance,” of these General Conditions.

A. Inspection and Access for Testing. The Contractor shall provide safe access for the Director and his or her inspectors to adequately inspect the quality of Work and conformance with the General and Supplemental Conditions. The Contractor shall provide adequate lighting, ventilation, ladders and other protective facilities as may be necessary for the safe performance of inspections.

The Contractor shall submit samples or specimens of such materials to be furnished or used in the Work as the Director may require. The Contractor shall furnish the Director all necessary labor and facilities for such things as excavation in the compacted fill to depths required to take samples.

Inspections, tests, or favorable review by the Director or others shall not relieve the Contractor from its obligations to perform the Work in accordance with the requirements of the Contract Documents.

Work covered without the favorable review or consent of the Director shall, if required by the Director, be uncovered for examination at the Contractor's expense.

If the Engineer, Architect, or Director considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Director's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Director may require, that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of

satisfactory reconstruction. If, however, such Work is not found to be defective and the Work was not covered without favorable review of the Director, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to cover its costs directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction and an appropriate Change Order shall be issued.

Whenever the Contractor varies the period during which Work is carried on each Day, the Contractor shall give due notice to the Director so that proper inspection may be provided. Any Work done in the absence of the Director may be subject to rejection. Proper facilities for safe access for inspection to all parts of the Work shall at all times be maintained for the necessary use of the Director and other agents of the City. Authorized representatives and agents of the Director shall be permitted access to inspect all Work and materials wherever it is required for preparation of progress reports, and the Contractor shall provide proper facilities for such access and inspection.

It is the Contractor's responsibility to supervise the Work and complete the project in accordance with the Contract Documents. In the course of managing that effort, the Contractor shall generate its own punch lists as deemed necessary. The Director may prepare punch lists for the Director's own use in communicating with the Contractor; however, the Director shall be under no obligation to prepare punch lists for the Contractor. In general, the Director will prepare punch lists only after the Contractor has given the Director written notice that the subject Work is completed and tested in accordance with the Contract Documents and is ready for operation and/or use and/or occupancy. Failure of the Director to include an item in a punch list shall not relieve the Contractor of its duty to satisfactorily complete all Work required by the Contract Documents.

Upon Final Completion of the construction Work and request by the Contractor, the Director will conduct a final inspection as a basis for recommending to the City that the Work be accepted.

B. Field and Materials Testing. Where the Supplemental Conditions require Work to be specially field tested or approved, it shall be tested only in the presence of the Director after timely notice of its readiness for inspection and test, and the Work after testing shall be covered up only upon the consent thereto of the Director.

The results of any tests made are for the information of the Director. Regardless of any test results, the Contractor is solely responsible for the quality of workmanship and materials and for compliance with the requirements of the Contract Drawings and Supplemental Conditions.

Except as specifically required under the Supplemental Conditions, all tests by the Director of materials furnished by the Contractor will be done in accordance with commonly recognized standards of national organizations. The Contractor shall furnish such samples of all materials as required by the Director without charge. No material shall be used unless it has been favorably reviewed by the Director.

Where such inspection and testing are to be conducted by an independent Laboratory or agency, the sample or samples of materials to be tested shall be selected by such Laboratory or agency, or the Director, and not by the Contractor.

C. Costs of Testing.

1. Initial Services: The City shall furnish and pay for all initial testing services required by the Contract Documents. When initial tests indicate non-compliance with the Contract Documents, the cost of initial tests associated with that non-compliance will be

deducted by the City from the balance owed the Contractor. The Contractor shall furnish samples of materials for testing as may be required by the Director. Such samples shall be furnished without cost to the City.

2. Retesting: When initial tests indicate non-compliance with the Contract Documents, all subsequent retesting occasioned by the non-compliance shall be performed by the same testing Laboratory and the cost thereof will be deducted by the City from the balance owed the Contractor. Contractor shall be billed for each additional test.

3. Contractor Convenience Testing: Inspection or testing performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor.

4. Additional Tests and Inspections: When in the opinion of the Director additional tests or inspections are required because of the manner in which the Contractor executes its Work, such tests and inspections shall be paid for by the City, but will be deducted from the Contract Price. Examples of such tests and inspections are tests of materials substituted for previously accepted materials or substituted for specified materials, retests made necessary by failure of material to comply with the requirements of the Specifications, load tests made necessary because of portions of the structure not fully meeting Specifications or plan requirements, etc.

4-1.04 **CERTIFICATES OF COMPLIANCE.** A Certificate of Compliance shall be furnished prior to the use of any materials for which the Supplemental Conditions require that such a Certificate be furnished. In addition, the Director may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The Certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all

respects with the requirements of the Supplemental Conditions. A Certificate of Compliance shall be furnished with each lot of such materials delivered to the Work and the lot so certified shall be clearly identified in the Certificate.

All materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the Work which conforms to the requirements of the Contract Documents and any such material not conforming to such requirements will be subject to rejection whether in place or not.

The Department reserves the right to refuse to permit the use of material on the basis of a Certificate of Compliance.

The form of the Certificate of Compliance and its disposition shall be as directed by the Director.

SECTION 5

LEGAL RELATIONS AND RESPONSIBILITY

5-1.01 **LAWS TO BE OBSERVED.** The Contractor shall keep informed of and observe, and comply with and cause all of its agents and employees to observe and comply with, all prevailing Federal and State laws, and rules and regulations made pursuant to said Federal and State laws, and county and municipal ordinances, and regulations, which in any way affect the conduct of the Contract. If any conflict arises between provisions of the Contract and any such law above referred to, the Contractor shall notify the Director at once in writing. To the fullest extent allowed by law, the Contractor shall defend, indemnify, and save and hold harmless the City or any of its officers, agents, employees, and volunteers against any claim or liability arising from or based on the violation of any such law, rule, or regulation, whether by itself or its agents or employees.

5-1.02 **HOURS OF LABOR.** Eight (8) hours labor constitutes a legal Day's work. The Contractor or Subcontractor shall, as a penalty to City, forfeit Twenty-five Dollars ($25) for each worker employed in the execution of the contract by the respective Contractor or Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that Work performed by employees of Contractors in excess of eight (8) hours per day, and forty (40) hours during any one (1) week, shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay, as provided in said

Section 1815. In addition, Contractor and/or its Subcontractors may be required to pay double the basic rate of pay for all hours worked in excess of twelve (12) hours in any workday and under other circumstances. (See California Code of Regulations, Title 8, Sections 16100(c)(6) and (16200(a)(3)(F) and applicable Department of Industrial Relations prevailing wage determinations.)

5-1.03 **NONDISCRIMINATION.**

A. Attention is directed to Labor Code Section 1735, which reads as follows:

"A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every Contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter."

B. During the performance of this Contract, Contractor and its Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Contractor and Subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The Contractor and Subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Government Code §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0 et seq.) and other applicable State and Federal regulations and City

policies pertaining to nondiscrimination and affirmative action which are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Contractor and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

C. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform Work under the agreement.

5-1.04 **PREVAILING WAGE.** The Contractor and any Subcontractor shall comply with Labor Code Sections 1770 et seq. In accordance with said Section 1775 the Contractor and any Subcontractor under the Contractor shall, as a penalty, forfeit to the state or City not more than $200 for each calendar day or portion thereof, for each worker paid less than the prevailing rate as determined by the Director of Industrial Relations for the work or craft in which such worker is employed for under the Contract by the Contractor or by any Subcontractor under the Contractor.

The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following: (a) whether the failure to pay the correct rate of per diem wages was a good-faith mistake and, if so, whether the error was promptly and voluntarily corrected when brought to the attention of the Contractor or Subcontractor; and (b) whether the Contractor or Subcontractor has a prior record of failing to meet its prevailing wage obligations.

The penalty may not be less than forty dollars ($40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the Contractor or Subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the Contractor or Subcontractor.

The penalty may not be less than eighty dollars ($80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Contractor or Subcontractor has been assessed penalties within the previous three (3) years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

The penalty may not be less than one hundred twenty dollars ($120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1 of the Labor Code.

If the amount due under this section is collected from the Contractor or Subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code against the Contractor or Subcontractor shall be satisfied before applying that amount to the penalty imposed on that Contractor or Subcontractor pursuant to this section.

The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for an abuse of discretion.

In addition to said penalty, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by the Contractor or Subcontractor.

If a worker employed by a Subcontractor on a public works project is not paid the general prevailing per diem wages by the Subcontractor, the Contractor is not liable for any penalties described above unless the Contractor had knowledge of that failure of the Subcontractor to pay

the specified prevailing rate of wages to those workers or unless the Contractor fails to comply with all of the following requirements:

1. The contract executed between the Contractor and the Subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1776, 177.5, 1813, and 1815 of the Labor Code.
2. The Contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the Subcontractor to the employees, by periodic review of the certified payroll records of the Subcontractor.
3. Upon become aware of the Subcontractor's failure to pay its workers the specified prevailing rate of wages, the Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the Subcontractor for work performed on the public works project.
4. Prior to making final payment to the Subcontractor for work performed on the public works project, the Contractor shall obtain an affidavit signed under penalty of perjury from the Subcontractor that the Subcontractor has paid the specified general prevailing rate of per diem wages to its employees on the public works project and any amount due pursuant to 1813 of the Labor Code.

Pursuant to Section 1775 of the Labor Code, the Division of Labor Standards Enforcement shall notify the Contractor on a public works project within fifteen (15) Days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a Subcontractor on that public works project to pay workers the general prevailing rate per diem wages.

Pursuant to the provisions of California Labor Code Section 1773, the City has obtained

the general prevailing rate of wages applicable to the categories of workers the City anticipates will be utilized for this project 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 worker concerned or, if no collective bargaining applies, those holidays identified in Government Code Section 6700. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm, which is incorporated herein as a part of this Contract.

Pursuant to Labor Code Section 1773.2, the general prevailing wage rates set forth above, which forms a part of this Contract, shall be posted by the Contractor at a prominent place at the site of the Work.

Pursuant to Labor Code Section 1773.6 and California Code of Regulations Section 16204, Title 8, changes in general prevailing wage determinations shall apply to the project only if issued by the Director of Industrial Relations prior to the City's bid issuance date.

The City will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the Contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining its Bid, and will not under any circumstances be considered as the basis of a claim against the City or Contract.

When both California and Federal prevailing wage rates apply, the Contractor and any Subcontractors shall pay their workers the higher of the two rates. The Contractor and any Subcontractors shall insert this clause in any lower tier contract.

5-1.05 **REGISTRATION REQUIRED AS QUALIFICATION TO BID.**

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 contractor 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. 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 public work pursuant to Section 1725.5.

5-1.06 **PAYROLL RECORDS.** The Contractor's attention is directed to the following provisions of Labor Code Section 1776. The Contractor shall be responsible for the compliance with these provisions by its Subcontractors.

A. The Contractor and each Subcontractor shall keep accurate and current payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by it in connection with the public work. Each payroll record shall contain or be verified by a written declaration that is made under penalty of perjury, stating both of the following:

1. The information contained in the payroll record is true and correct.

2. The employer has complied with the requirements of Section 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

B. The payroll records enumerated under subdivision (A) shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following

basis:

1. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

2. A certified copy of all payroll records enumerated in subdivision (A) shall be made available for inspection or furnished upon request to a representative of the City, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations. The City reserves the right to withhold any progress payments to the Contractor in the event of noncompliance with the subsection.

3. A certified copy of all payroll records enumerated in subdivision (A) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal office of the Contractor.

C. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division.

D. Each Contractor shall file a certified copy of the records enumerated in subdivision (A) with the entity that requested the records within ten (10) Days after receipt of a written request.

E. Any copy of the records made available for inspection as copies and furnished upon request to the public or any public agency by the City, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or

obliterated to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or Subcontractor performing the Contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) shall be marked or obliterated only to prevent the disclosure of an individual's name and social security number. A joint labor-management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor-management committee reasonable attorneys' fees and costs incurred in maintaining the action. An action under this subdivision may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of this section.

F. The Contractor shall inform the City of the location of the records enumerated under subdivision (A), including the street address, city and county, and shall, within five (5) business days, provide a notice of a change of location and address.

G. The Contractor shall have ten (10) Days in which to comply subsequent to receipt of written notice requesting the records enumerated in subdivision (A). In the event that the Contractor or Subcontractor fails to comply within the ten (10) Day period, the Contractor shall, as a penalty to the State or City, forfeit twenty-five ($25) Dollars for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from any progress payment or final payment then due. A contractor

is not subject to a penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.

5-1.07 **SAFETY REQUIREMENTS.** 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 Work 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 Work Site 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 IIPP (Illness and Injury Prevention 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 Contractor shall designate a safety officer and have in place a health and safety plan in accordance with the laws of State of California and conduct safety meetings and document them in accordance with the law. The Contractor shall have the safety record available for inspection during working hours and shall submit job site safety meeting reports with each Application for Payment.

Prior to Contractor commencing construction project work on City property, Contractor

shall make available copies of its Health and Safety Plan (HASP) that meets or exceeds applicable Cal/OSHA regulations. The Contractor's HASP shall also meet or exceed the requirements of any applicable City-wide or departmental specific Injury and Illness Prevention Programs (IIPP) and other HASP programs, procedures, and plans. Potentially applicable HASP programs, procedures, and plans include, but are not limited to, the following:

1. Bloodborne Pathogens Exposure Control Plan;
2. Confined Space Entry Procedure;
3. Electrical Safety Program (Lockout/Tagout);
4. Emergency Action Plans (Site Specific);
5. Fire Prevention Plans (Site Specific);
6. Hazardous Waste Operations Emergency Response Plan (or Equivalent);
7. Hazard Communication Program (SDS's and Right-to-Know training);
8. Heat Illness & Prevention Plan;
9. Hearing Conservation Program;
10. Hot Work/Welding Procedure;
11. Job Hazard Analyses/Standard Operating Procedures;
12. Traffic Control & Flagging;
13. Excavation/Dig Safe Procedure;
14. Fall Protection Plan;
15. Personal Protective Equipment Plan;
16. Respirable Crystalline Silica Exposure Control Plan;
17. Respirator Program;
18. Soils Management Plan (for contaminated soils); and

19. Transite (Asbestos) Pipe Work Procedure.

Additionally, Contractor shall be responsible for complying with all City-wide and departmental specific safety requirements as identified in the Supplemental Conditions or presented at a pre-construction meeting.

Contractor shall inform City in advance of the quantity of chemical(s) to be used for the project and the total quantity of chemical(s) that will be brought onto City property. In addition, Contractor shall provide City with one copy of the Safety Data Sheet (SDS) for each chemical expected to be used to complete the project and for each chemical brought to the Work Site, regardless of whether such chemicals are ultimately used for the project.

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 its operations.

To ensure compliance with California Labor Code Section 6705, the Contractor shall submit to the City, at least five (5) Days in advance of excavation of any trench five feet (5') or more in depth, Working Drawings to the Director showing the design of shoring, bracing, sloping and other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such Working Drawings vary from the shoring system standards established by the Cal/OSHA Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared and signed by a registered civil or structural engineer in the State of California. 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 and nothing in this section shall be deemed to allow the use of a shoring, sloping or protective system less effective than that required by the Cal/OSHA Construction Safety Orders of the Division of Industrial Safety Contractor's Working Drawings shall be subject to approval insofar as the details affect the character of the finished Work and for compliance with design requirements applicable to the construction when specified or called for, but details of the design will be left to Contractor who shall be responsible for the successful construction of the Work. The City shall approve Working Drawings before any Work involving such drawings is performed. Approval and/or 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 its registered engineer.

The Contractor shall 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 and shall bear full and exclusive responsibility for any release of hazardous or non-hazardous chemicals or substances during the course of the Work. The Contractor shall immediately report any such release to the City. The Contractor shall be solely responsible for all claims and expenses associated with the response to, removal and remediation of the release, including, without limitation, payment of any fines or penalties levied against the City by any agency as a result of such release and shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees, and volunteers from any claims arising from such release. For purposes of this section only, the term "claims" shall include:

1. All notices, orders, directives, administrative or judicial proceedings, fines, penalties, fees, or charges imposed by any governmental agency with jurisdiction; and

2. Any claim, cause of action, or administrative or judicial proceeding brought against the City, its officers, agents, employees, and volunteers for any loss, cost (including reasonable attorneys' fees), damage or liability, sustained or suffered by any person or entity, including the City.

If the performance of the Work creates any hazardous wastes, those wastes shall be properly disposed of according to federal, state, and local laws, at the expense of the Contractor. The Contractor shall dispose of the wastes under its own EPA Generator Number. In no event shall the City be identified as the generator. The Contractor shall notify the City of any such hazardous wastes and the City reserves the right to a copy of the results of any tests conducted on the wastes, and, at its cost, to perform additional tests or examine those wastes, prior to disposition. The Contractor shall defend, indemnify, and save and hold harmless the City, its

officers, agents, employees, and volunteers from any claims arising from the disposal of the hazardous wastes, regardless of the absence of negligence or other malfeasance by the Contractor. Disposal of all Hazardous Materials must be done in accordance with all laws and regulations. Copies of required regulatory documentation including copies of final manifests shall be supplied to the City.

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 including, but not limited to, California Code of Regulations Section 1529, Title 8.

Nothing in these General Conditions 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.

5-1.08 **SUBSURFACE EXCAVATIONS, NOTIFICATION.** The Contractor shall contact the regional notification center, "Underground Service Alert," and schedule its Work to allow ample time for the center to notify its members and, if necessary, for any member to field locate and mark its facilities. Without limiting the foregoing, the Contractor's attention is directed to Government Code Sections 4216 to 4216.9, and in particular Section 4216.2.

5-1.09 **PUBLIC SAFETY.** The Contractor shall assume all responsibility for public safety during the performance of its Work, and all costs arising therefrom shall be included in the Contract Price. Whenever the Contractor's operations create a condition hazardous to traffic or to the public, it shall furnish, erect and maintain, at its expense, such fences, barricades, lights, signs, and other devices and take such other protective measures as are

necessary to prevent accidents or damage or injury to the public. The Contractor shall establish the pedestrian detours with comparable lighting to the original pedestrian areas. The Contractor shall arrange for such flaggers as are necessary to give adequate warning to traffic or to the public of any dangerous conditions affecting traffic. For Work in a public right-of-way, the Contractor shall comply with the rules and regulations of the State, County, or local agency that owns the right-of-way.

The Contractor shall promptly and fully comply with and carry out, and shall without separate charge therefor to the City, all safety and first aid requirements prescribed by all applicable Federal, State, and local laws and regulations, rules, and orders. The Work shall be done in a safe manner; and the Contractor shall safeguard the safety and health of its employees, Subcontractors, and the people of local communities. The Contractor shall also be reasonable for ensuring that its Subcontractors comply with the provisions of this section.

Upon the failure of the Contractor to comply with any of the requirements of this section, the City shall have the authority, but not the duty, to stop the Work until such failure is remedied. The Contractor shall not be entitled to an adjustment of the Contract Time or an increase in the Contract Price due to any such suspensions.

When required by the Contract Documents, the Contractor shall construct, maintain, and remove detours for use of public traffic, without additional cost to the City, unless separate payment is specified in the Special Provisions.

The failure or refusal of the Contractor to construct and maintain detours at the proper time shall be sufficient cause for closing down the work until such detours are in satisfactory condition for use by public traffic.

Due care shall be exercised to avoid injury to existing improvements or facilities, utility

facilities, adjacent property and trees, shrubs, and other plants that are not to be removed.

Trees, shrubs and other plants that are not to be removed, and pole lines, fences, signs, survey markers and monuments, buildings and structures, conduits, pipe lines, sewer and waterlines, highway facilities, and any other improvements or facilities, under or above ground, that are within or adjacent to the work limit line shall be protected from injury or damage, and the Contractor shall provide and Install suitable safeguards to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operations, they shall be replaced or restored at the Contractor's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor entered upon the Work Site, or as good as required by the Contract Documents if any such objects are part of the Work. The City may make or cause to be made such temporary repairs as are necessary to restore to service any damaged facility. The cost of such repairs shall be borne by the Contractor, and the costs may be deducted from any monies due or to become due to the Contractor under the Agreement.

The fact that any underground facilities is not shown on the Contract Drawings shall not relieve the Contractor of its responsibility pursuant to "Utility Facilities" in Section 2-1.12 elsewhere in the Contract Documents. It shall be the Contractor's responsibility, pursuant thereto, to ascertain the location of such underground improvements or facilities, which may be subject to damage by reason of its operations.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the Work involved in protecting or repairing property as specified in this section, shall be considered as included in the prices paid for the various Contract items of work and no additional compensation will be allowed therefor.

5-1.10 **EMERGENCIES.** In an Emergency affecting the safety of life, the

Work, or adjoining property, the Contractor, without special instructions or authorization from the City, shall act at its discretion to prevent such threatened loss or injury. In such an Emergency, the Contractor may perform such additional work as is reasonably required. Any compensation claimed by the Contractor on account of Work performed to an Emergency shall be determined in accordance with the provisions relating to Force Account payment contained elsewhere in the Contract Documents.

5-1.11 **APPRENTICES.** Attention is directed to Labor Code Sections 1777.5, 1777.6 and 1777.7 and Title 8, California Code of Regulations Section 200 et seq. In accordance with Section 1777.5, the Contractor shall secure the necessary certificates and shall contribute to the apprenticeship fund or funds, a provided therein. The Contractor shall require each Subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work to fully comply with Sections 1777.5 and 1777.6 of the Labor Code. To insure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, each Contractor or Subcontractor should, where some questions exist, contact the Division of Apprenticeship Standards, , or one of its branch offices prior to commencement of Work on the public works Contract. Responsibility for compliance with this section lies with the prime Contractor.

It is State and City policy to encourage the employment and training of apprentices on public works Contracts as may be permitted under local apprenticeship standards.

5-1.12 **FAIR LABOR STANDARDS ACT.** Attention is invited to the fact that the City has been advised by the Wage and Hour Division, U.S. Department of Labor, that Contractors engaged in construction Work are required to meet the provisions of the Fair Labor Standards Act of 1958 and as amended (52 Stat. 1060).

5-1.13 **WORKERS' COMPENSATION.** Pursuant to the requirements of Labor Code Section 1860, the Contractor will be required to secure the payment of workers' compensation to its employees in accordance with the provisions of Labor Code Section 3700.

Prior to the commencement of Work, the Contractor shall sign and file with the Director a certification in the following form:

> "I am aware of the provisions of Labor Code Section 3700 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."

5-1.14 **AIR POLLUTION CONTROL AND ASBESTOS.** The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any Work performed pursuant to the Contract, including any air pollution control rules, regulations, ordinances and statues, specified in Government Code Section 11017.

In the absence of any applicable air pollution control rules, regulations, ordinances or statutes governing solvents, all solvents, including but not limited to the solvent portions of paints, thinners, curing compounds, and liquid asphalt used on the project shall comply with the applicable material requirements of the applicable Air Quality Management District. All containers of solvent, paint, thinner, curing compound, or liquid asphalt shall be labeled to indicate that the contents fully comply with said requirements.

Unless otherwise provided in the Supplemental Conditions, material to be disposed of shall not be burned, either inside or outside the Premises.

The Contractor shall also 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, 40 C.F.R. Part 61, Subpart M, and California Code of Regulations Section 1529, Title 8.

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.

5-1.15 **USE OF PESTICIDES.** The Contractor shall comply with all local, state and federal rules and regulations of the Department of Food and Agriculture, the Department of Health, the Department of Industrial Relations and all other agencies which govern the use of pesticides required in the performance of the Work.

Pesticides shall include but shall not be limited to herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliants, desiccants, soil sterilants, and repellents.

Any substance or mixture of substances intended for preventing, repelling, mitigating, or destroying weed, insects, diseases, rodents, or nematodes and any substance or mixture of substances intended for use as a plant regulator, defoliant or desiccant shall be considered as pesticide.

5-1.16 **SOUND AND LIGHT CONTROL REQUIREMENTS.** The Contractor shall comply with all local sound control, light control, and noise level rules, regulations and ordinances which apply to any Work performed pursuant to the Contract. Work shall not begin before 7 a.m. nor occur after 7 p.m., unless otherwise permitted by the City.

Each internal combustion engine, used for any purpose on the Work or related to the Work, shall be equipped with a muffler, in good working order, of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said

muffler.

5-1.17 **WEIGHT LIMITATIONS.** Unless expressly permitted elsewhere in the Contract Documents, the Contractor shall not operate construction equipment or vehicles of any kind which, laden or unladen, exceed the maximum weight limits set forth in Division 15 of the Vehicle Code over completed or existing base, surfacing, pavement or structures.

5-1.18 **ENVIRONMENTAL CLEARANCES; MITIGATION MONITORING PROGRAMS; AND REGULATORY AGENCY PERMIT REQUIREMENTS.** The Department will obtain all environmental clearances and other authorizations necessary for this project as set forth in the Contract Documents. The Contractor shall comply with the provisions, including giving notices during construction when required, of said authorizations. In the event the obtaining of said authorizations delays completion of all or any portion of the Work, an extension of time determined pursuant to the provisions in Section 6-1.08, "Liquidated Damages," of these General Conditions will be granted.

Contractor shall comply with: (1) all mitigation identified in the mitigation monitoring program (attached to and adopted as a component of the mitigated negative declaration or Environmental Impact Report) to mitigate impacts to protected natural resources; and (2) all related permit requirements issued by the regulatory agencies authorizing the project. Contractor shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees, and volunteers from any fines, claims, suits, actions or regulatory sanctions of every name, kind and description brought forth, or on account of, damage to protected natural resources from or arising out of Contractor's negligence or willful misconduct in the performance of this Agreement.

5-1.19 **PERMITS AND LICENSES.** The Contractor acknowledges and agrees that, prior to the submission of its bid for the Work, it fully familiarized itself with the

requirements of all applicable federal, state, county and municipal laws, codes, rules, and regulations, as well as the conditions of any required licenses and permits.

The Contractor shall procure all permits and licenses, including any applicable building permits (except those procured or to be procured by the City which are listed elsewhere in the Contract Documents), in coordination with the Director, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work. Contractor shall be responsible for applying, paying all fees, and coordination for obtaining all permits for completion of the Work. All permits and licenses shall be obtained in sufficient time to prevent delays to the Work. Contractor will apply to the City for reimbursement for such permits costs. Accordingly, Contractor should not include the anticipated costs for permits in its bid, as the necessary permit costs will be reimbursed by the City.

The California Environmental Quality Act (Public Resources Code, Section 21000 to 21177) may be applicable to permits, licenses and other authorizations which the Contractor must obtain from State or local agencies in connection with performing the Work. The Contractor shall comply with the provisions of that Act in obtaining such permits, licenses and other authorizations, and all permits, licenses and other authorizations shall be obtained in sufficient time to prevent delays to the Work.

The Contractor shall maintain the applicable Contractor's license as identified in the Notice to Contractors and City business license for the duration of the Work.

5-1.20 **WATER POLLUTION.** The Contractor shall comply with all water pollution control rules, regulations, ordinances and statutes which apply to any Work performed pursuant to the Contract, including any water pollution control rules, regulations, and statutes, specified by the most current State of California NPDES General Permit for Stormwater

Discharges Associated with Construction Activity.

The Contractor shall take all necessary precaution to protect streams, vernal pools, ponds, reservoirs, and lakes from pollution with fuels, oils, bitumen, calcium chloride, and other harmful materials as consistent with the law. Also, the Contractor shall conduct and schedule operations so as to avoid discharging pollutants, such as but not limited to: sediment and silt to the storm drain system. The storm drain system consists of all facilities that are designed to convey stormwater to the Waters of the State as defined in the California Water Code. The storm drain system includes, but is not limited to, all streets, gutters, drain inlets, roadside ditches, streams, vernal pools, ponds, and lakes. Care shall be exercised to preserve roadside vegetation beyond the limits of construction.

5-1.21 **PROTECTION AND USE OF PROPERTY.** The Contractor shall be responsible for and provide and maintain all proper temporary walkways, covered walkways, barriers, roads, guards, railings, lights, warning signs, and take precaution at all times to avoid injury or damage to any person or any property, and upon completion of the Work, or at other times as directed, restore Premises and adjacent property to a proper condition. In the event of such injury or damage, Contractor shall report such injury and damage to City within forty-eight (48) hours of occurrence.

The Contractor shall protect adjoining property and nearby buildings, including City buildings, City roads, and public streets or roads, from dust, dirt, debris, or the nuisance arising out of the Contractor's operations or storage practices, and, if ordered by the Director, the Contractor shall provide and Install suitable safeguards, approved by the Director, to protect such objects from damage. If such objects are damaged by reason of the Contractor's operations, they shall be replaced or restored at the Contractor's expense.

If the Contractor damages any buildings, roads, utilities, or other property which belong to the City, or any Department or agency thereof, then the Director, at his or her option, may retain from the money due under the Contract an amount sufficient to insure repair of the damage.

The Director may make or cause to be made such temporary repairs as are necessary to restore to service any such damaged facility. The cost of such repairs shall be borne by the Contractor and may be deducted from any moneys due or to become due the Contractor under the Contract.

5-1.22 **RESPONSIBILITY FOR DAMAGE AND INDEMNIFICATION.**

The City of Roseville, its officers, agents, employees, and volunteers, including but not limited to the Director and his or her designee, 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 other 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, its workers, or anyone employed by the Contractor or the Contractor's 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 and hold harmless the City, and its respective officers, agents, Subcontractors, employees, and volunteers, and the successors and assigns of

any of them, (hereinafter referred to as "Indemnitees") from and against all claims, demands, liability, suits, actions, costs or expenses for any and all loss or damage, including but not limited to, personal injury, property damage, or economic loss, arising out of or resulting from allegations of (1) Contractor's use of the City's property or any activities or Work performed hereunder by the Contractor; (2) the Contractor's performance of the Work under the Agreement; or (3) the Contractor's breach of any provision of the Agreement. The duty of the Contractor to indemnify and save harmless includes the duties to defend as set forth in Civil Code Section 2778. The only exception to these provisions is that the Contractor's obligations under this section will not apply to the extent that the claims, demands, liability, suits, actions, costs or expenses are caused by Indemnitees' active negligence, willful misconduct, criminal acts, or for defects in design furnished by the Indemnitees, misconduct, criminal acts, or for defects in design furnished by the Indemnitees.

The Contractor waives any and all rights to any type of express or implied indemnity against the City, its officers, agents, employees, or volunteers.

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.

Any person, firm or corporation that Contractor authorizes to Work on the City's property including Subcontractors, shall be deemed to be an agent of the Contractor for purposes herein, shall be subject to all the applicable terms herein, and shall be within the scope of the Contractor's indemnity obligation described herein.

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 Department 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) 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 7-1.07, "Progress Payments," of these General Conditions.

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

5-1.23 **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 (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.

5-1.24 **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.

5-1.25 **THIRD PARTY BENEFICIARY.** No provisions in the Contract Documents shall in any way inure to the benefit any third party (including the public at large or any member thereof) so as to constitute such person a third party beneficiary of the Contract, or of any term or condition or other provision of the Contract or otherwise give rise to any cause of action in any person not a party to the Agreement, except as expressly provided elsewhere in the Contract Documents.

5-1.26 **COORDINATION AND ACCESS.** The Contractor acknowledges that the City may award, or has already awarded, other construction contracts for additional work or may perform additional work with its own forces and that such work may affect the Work under this Agreement. Additionally, the Contractor acknowledges that the State and other public and private agencies may be granted a right-of-entry by the City for the purpose of constructing

facilities within and adjacent to the Work Site. It is the obligation of the Contractor to coordinate its Work with the work of others working within or adjacent to the City's property.

During performance of its Work, the Contractor shall not have exclusive access to or use of the work areas. The City may also require that certain facilities and areas be used concurrently by the Contractor and by other contractors working in the area. When two (2) or more contractors are employed on related or adjacent City work, each shall conduct its operations in such a manner as not to cause any unnecessary delay or hindrance to the other. Each contractor shall be responsible to the other for all damage to any work, to persons or property caused to the other by its operations, and for loss caused the other due to any unnecessary delays or failure to finish the work within the time specified for completion.

If any party of the Contractor's Work depends on the work of any other contractor and/or the City for proper execution and/or results, the Contractor shall promptly notify the City of any discrepancies and/or defects in said other work that would render its work unsuitable for proper execution and/or results prior to proceeding with the Contractor's own Work. If it becomes necessary, the City will resolve coordination and access problems.

The Contractor and its representative in charge of the Work shall familiarize themselves with the City's property and Work Site, and adjacent surroundings in the vicinity of said Wok, and any private or public operations on adjoining properties.

5-1.27 **OCCUPANCY BY THE DEPARTMENT PRIOR TO ACCEPTANCE.** The City may at any time notify the Contractor in writing that it intends to take Beneficial Occupancy of any portion of the Work even though the Work may not be substantially complete. Unless the reason for the City's taking Beneficial Occupancy is that the Contractor has not completed the Work (or portions thereof) in accordance with the Contract

Time, the City's Beneficial Occupancy shall relieve the Contractor from its responsibility for maintenance, loss or damage to that portion of the Work for which the City has taken Beneficial Occupancy other than that resulting from the Contractor's act or omission, negligence, willful misconduct or breach of warranty.

Should the Work (or portion thereof) not be completed in accordance with the Construction Schedule within the Contract Time (as adjusted under the terms of the Contract Documents), the City shall have the right, but not the obligation, to take Beneficial Occupancy of the Work. In such event, the Contractor shall not be entitled to any additional compensation on account of said occupancy by the City, nor shall the Contractor be relieved of any of its responsibilities under the Contract Documents, including, without limitation, Contractor's obligation to complete the Work in accordance with the Construction Schedule.

Beneficial Occupancy shall not be deemed an Acceptance by the City either of the Work or of any portion thereof, nor will it relieve the Contractor of full responsibility for correcting defective Work or materials found at any time before the formal written Acceptance of the entire Contract by the Director or during the full warranty period after such Acceptance, as provided in Section 7-1.12, "Warranty," of these General Conditions.

The City's Beneficial Occupancy shall not relieve the Contractor of its responsibility to maintain all insurance and bonds required under the Contract Documents until the entire project is accepted by the City.

5-1.28 **RIGHT TO OPERATE UNSATISFACTORY FACILITIES AND EQUIPMENT.** If, after Installation, the operation or use of the facilities or equipment to be furnished under this Contract proves to be unsatisfactory to the Director, the City shall have the right to operate and use such facilities or equipment until they can, without damage to the City,

be taken out of service for correction or replacement. Such period of use of the defective facilities or equipment, pending correction or replacement, shall in no way decrease the warranty period required for the acceptable corrected or replaced facilities or equipment.

5-1.29 **CONTRACTOR'S RESPONSIBILITY FOR THE WORK.** Except as otherwise provided herein, the Contractor shall have the charge and care of the Work and shall bear the risk of injury or damage to any part of the Work by the action of the elements or from any other cause whether arising from the execution or from the nonexecution of the Work until the Acceptance of the Contract by the Director. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the Work occasioned by any cause before its completion and Acceptance, and shall bear the expense thereof. In case of suspension of Work from any cause whatever, the Contractor shall be responsible for the Work and it shall also be responsible for all materials, and shall properly store them if necessary, and shall provide suitable drainage and erect temporary structures where necessary.

The Contractor will be relieved of responsibility for any injury or damage to the Work caused by the following:

A. An earthquake in excess of a magnitude of 3.5 on the Richter Scale or a tidal wave, when the effect of such has been proclaimed a disaster or state of emergency by the Governor of the State of California or by the President of the United States, or was of such magnitude at the site of the Work as to have been sufficient to have caused a proclamation of disaster or state of emergency, had it occurred in a populated area.

B. Occupancy and use by the Department or the public prior to the completion of the entire project.

C. Acts of the Federal Government or the public enemy.

5-1.30 **RESPONSIBILITY FOR UTILITIES.** The Contractor shall be responsible at its own cost for any and all Work, expense or special precautions caused or required by the existence or proximity of utilities encountered in performing the Work, including without limitation, repair of any or all damage and all hand or exploratory excavation required. The Contractor is cautioned that such utilities may include communication cables or electrical cables which may be high voltage, and when working or excavating in the vicinity of such cables, or the ducts enclosing such cables, the Contractor shall undertake at its own cost any special precautions required. Suitable warning signs, barricades, and safety devices shall be erected as necessary or required.

However, if during the course of the Work the Contractor encounters utility Installations which are not shown or indicated in the Contract Documents or which are found in a location substantially different from that shown, and such utilities are not reasonably apparent from visual examination, then the Contractor shall promptly notify the Director in writing. Where necessary for the Work of the Contract, the Director shall issue a written order to the Contractor to make such adjustments, rearrangement, repair, removal, alteration, or special handling of such utility, including repair of the damaged utility. The Contractor shall perform the Work described in such written order, and compensation therefor will be made in accordance with Section 3 of these General Conditions relating to changes in the Work. Except for the items of cost specified in said Section 3, the Contractor shall receive no compensation for any other cost, damage, delay, interference, or hindrance to him or her due to the presence of such utility. If the Contractor fails to give the notice specified above and thereafter acts without instructions for the Director, then the Contractor shall be liable for any or subsequent to discovery thereof, and the Contractor shall repair and make good such damage at its own cost.

The precise location of underground facilities can only be determined by careful probing or hand digging in compliance with Article 6 of the Cal/OSHA Construction Safety Orders which states in part:

> "Prior to opening an excavation, effort shall be made to determine whether underground installations, i.e., sewer, water, fuel, electric lines, etc., will be encountered, and if so, where such underground installations are located. When the excavation approaches the approximate location of such an installation, the exact location shall be determined by careful probing or hand digging, and, when it is uncovered, adequate protection shall be provided for the existing installation."

The location of known existing utilities and pipelines are shown on the Contract Drawings in their approximate locations. Some of the locations include multiple conduits. The Contractor shall exercise care in avoiding damage to those facilities which are to remain in service subsequent to the construction of the particular new facility involved and the Contractor will be held responsible for any repairs if damaged. The Contractor shall also exercise care in maintaining those pipes and facilities required for continuing operation of the existing facilities until such time as they can be abandoned. There is no guarantee that all utilities or obstructions are shown on the Contract Drawings or that the locations indicated are accurate.

The Contractor shall exercise extreme caution in working in the area adjacent to the existing pipelines and utility services. It is essential that all the existing facilities be maintained in service. Construction of the connections between the existing facilities and the new facilities shall be at times and during periods acceptable to the City. The Contractor shall advise the Director in writing of its proposed Construction Schedule for these connections at least forty-eight (48) hours in advance.

The Contractor shall uncover all piping and conduits, to a point one foot (1') below the pipe, where crossings, interferences, or connections are shown on the Contract Drawings, prior to trenching or excavating for any pipe or structures, to determine actual elevations. New pipelines shall be laid to such grade as to clear all existing facilities which are to remain in service. If the Contractor does not expose all required utilities, it shall not be entitled to additional compensation for Work necessary to avoid interferences nor for repair to damaged utilities. Excavations around underground electrical ducts and conduits shall be performed using extreme caution to prevent injury or damage to workers and to the electrical ducts or conduits.

5-1.31 **PROPERTY RIGHTS IN MATERIALS.** Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the Work or soil or after partial payment has been made as provided in Section 7-1.07, "Progress Payments," of these General Conditions for material delivered on the ground or stored subject to or under the control of the City and unused. All such material shall become the property of the City upon being so attached or affixed or upon payment for materials delivered on the ground or stored subject to or under the control of the City and unused, as provided in said Section 7-1.07.

5-1.32 **COURT ORDERED DELAY.** If, pursuant to court order, the Department temporarily suspends performance of all or any portion of the Work, an extension of time determined pursuant to the provisions in Section 6-1.08, "Liquidated Damages," of these General Conditions will be granted.

5-1.33 **NO PERSONAL LIABILITY.** Neither the Director, nor any other officer or authorized employee of the City, shall be personally responsible for any liability arising under or by virtue of the Contract.

5-1.34 **RIGHTS IN LAND AND IMPROVEMENTS.** The Contractor shall make no arrangements with any person or entity to permit occupancy or use of any land, structure or building within the limits of the Work, for any purpose whatsoever, either with or without compensation, in conflict with any agreement between the City and any third party owner, former owner, or tenant of such land, structure or buildings. The Contractor shall not occupy City-owned property outside the limit of the Work shown on the Contract Drawings unless it obtains prior approval.

5-1.35 **ANTITRUST CLAIMS.** The Contractor's attention is directed to the following provision of Public Contract Code Section 7103.5(b), which is applicable to the Contractor and its Subcontractors:

> " In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgement by the parties."

5-1.36 **RIGHTS TO DRAWINGS, TECHNICAL DATA PATENTS.** Shop

Drawings and Working Drawings submitted to the City by the Contractor, Subcontractor or any lower tier Subcontractor pursuant to the Agreement, are the property of the City and the City may use, and disclose in any manner and for any purpose, Shop Drawings and Working Drawings delivered under the Contract.

Technical Data including manuals or instructional materials, computer or microprocessor software which are delivered or submitted to the City by the Contractor, Subcontractor, or any lower tier Subcontract pursuant to the Contract are the property of the City, and the City may use or disclose same in any manner and for any purpose.

The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the Work, and shall defend, indemnify and save and hold harmless the City, and its duly authorized representatives, from all suits at law, or in equity, and actions of every nature for, or on account of the use of any patented materials, equipment, devices or processes. In case some materials, equipment, devices or processes are held to constitute an infringement and their use enjoined, the Contractor, at its expense, shall:

1. Secure for the City the right to continue using said materials, equipment, devices or processes by suspension of the injunction or by procuring a license or licenses; or
2. Replace such materials, equipment, devices, processes; or
3. Modify them so that they become non-infringing or remove the enjoined materials, equipment, devices or processes and refund the sums paid therefor without prejudice to any other rights of the City.

5-1.37 **PAYMENT OF TAXES.** Contractor shall pay all taxes and duties applicable to and assessable against any Work, equipment, materials, services, processes, and

operations incidental to or involved in the Agreement, including but not limited to, retail sales and use, transportation, export, import, business, and special taxes. The Contractor is responsible for ascertaining and acquainting itself with such taxes and making all necessary arrangements to pay them. The Contractor will maintain records that are auditable records, and these records shall be subject to the City's review to verify that Contractor's tax payments are current at all times.

The Contract Price paid for the Work shall include full compensation for all taxes which the Contractor is required to pay, whether imposed by Federal, State or local government, including, without being limited to, Federal excise tax. No tax exemption certificate nor any document designed to exempt the Contractor from payment of any tax will be furnished to the Contractor by the Department, as to any tax on labor, services, materials, transportation, or any other items furnished pursuant to the Contract.

The Contractor shall withhold and pay any and all sales and use taxes, withholding taxes, whether Federal, State, or local, Social Security taxes, State Unemployment Insurance charges and all other taxes which are now or hereafter may be required to be paid or withheld under any laws.

5-1.38 **GRATUITIES AND CONFLICT OF INTEREST.** The Contractor shall not offer or provide gratuities in the form of gifts, entertainment, loans, meals, rewards, and/or services to representatives of the City, including but not limited to, officers, employees, agents, Engineering Service Consultants, Consulting Engineers and Architects, Inspectors and/or Testing Agencies retained by the City. If it is found that the Contractor has violated this provision, the Contract may be subject to termination for default as defined elsewhere in these General Conditions.

During the term of the Contract and until the final payment has been made to the Contractor, the Contractor shall not employ or compensate in any manner whatsoever, the City's officers, employees and authorized representatives, agents, and any Engineering Service Consultants, Consulting Engineers and Architects, Inspectors, and/or Testing Agencies retained by the City. Any exception to the employment or compensation to any of the above named parties must be made in writing by the City. If the Contractor offers or provides employment or compensation to those named above during the term of the Contract, the Contract may be subject to termination for default.

5-1.39 **COOPERATION.** Should construction be under way by City forces or other forces or by other Contractors within or adjacent to the limits of the Work or should Work of any other nature be under way by such forces within or adjacent to said limits, the Contractor shall cooperate with all such forces to the end that any delay, interference or hindrance to their Work will be avoided. The right is reserved to perform other or additional Work at or near the site at any time, by the use of such forces.

5-1.40 **DIGGING TRENCHES OR OTHER EXCAVATIONS.** In the event any work involves digging trenches or other excavations that extend deeper than four feet (4') below the surface, City and Contractor shall comply with the following:

A. The Contractor shall promptly, and before the following conditions are disturbed, notify City in writing of any:

1. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

2. Subsurface or latent physical conditions at the site differing from those made available to Contractor for inspection as provided in the project proposal.

3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract.

B. The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a Change Order under the procedures described in the Contract.

C. In the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties. However, no claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required by this Section. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

5-1.41 **CONTRACTOR REGISTRATION.** No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this Contract, the Contractor and its subcontractors shall have a continuing legal obligation to maintain current

registration with the Department of Industrial Relations. The Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

5-1.42 **CITY OF ROSEVILLE ENCROACHMENT PERMITS AND RIGHTS-OF-WAY.** 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 and City Engineer.

To the extent indicated in the Contract Drawings, the City will provide the rights-of-way over private lands or the site to enable the Contractor to perform its work. The Contractor shall be solely responsible for securing any additional rights-of-way desired by the Contractor. The City will not be a party to nor assume any liability for any separate agreements reached between the Contractor and any third parties with respect to these additional rights-of-way. The Contractor shall procure evidence that agreements are in place with said third parties before the Contractor uses those areas covered by the agreements. Any damage to such private lands caused by the Contractor's operations shall be the sole responsibility of the Contractor.

SECTION 6

PROSECUTION AND PROGRESS

6-1.01 **SUBLETTING AND SUBCONTRACTING.** The Contractor shall be responsible for all Work performed under the Contract. The Contractor shall give its personal attention to the fulfillment of the Contract and shall keep the Work under its control. Nothing in the Contract Documents shall create any contractual relationship between the City and any Subcontractor. The Contractor is fully responsible to the City for the acts and omissions of its Subcontractors of any tier. When any Subcontractor fails to prosecute a portion of the Work in a manner satisfactory to the Director, that Subcontractor shall not again be employed on the Work. Although the sections of the Contract may be arranged according to various trades, or general grouping of the Work, the Contractor is not obligated to sublet the Work in such manner. The Director will not arbitrate disputes among Subcontractors or between Contractor and one or more Subcontractors concerning responsibility for performing any part of the Work.

The on-site production of materials produced by other than the Contractor's own forces shall be considered as subcontracted. The erection, establishment or reopening of on-site plants for production of materials and the operation thereof in the production of materials for use on the Work shall conform to the requirements relating to labor set forth in the Contract Documents.

The Contractor shall also be responsible for coordinating the Work performed by Subcontractors and Suppliers.

The Contractor shall not substitute any person as Subcontractor in place of a Subcontractor listed on its bid proposal without the written approval of the Director. Substitutions must be in accordance with the provisions of the "Subletting and Subcontracting

Fair Practices Act" beginning with Public Contract Code Section 4100. Violations of this Act by the Contractor may subject it to penalties which may include cancellation of Contract, Assessment of ten percent (10%) of the Subcontractor's bid, and disciplinary action by the Contractors State License Board.

The Contractor shall pay any Subcontractors approved by the City for work that has been satisfactorily performed no later than seven (7) Days from the date of Contractor's receipt of progress payments by the City. Within seven (7) Days after receipt from the City of funds attributable to work performed by a Subcontractor, Contractor shall release any retainage payments withheld to the Subcontractor. In the event Contractor does not make progress payments or release retention to Subcontractors in accordance with the time period specified herein, Contractor may be subject to prompt payment penalties per statute.

6-1.02 **ASSIGNMENT.** The performance of this Contract may not be assigned, except upon the written consent of the City Council of the City of Roseville. Consent will not be given to any proposed assignment which would relieve the original Contractor or its surety of their responsibilities under the Contract nor will the City consent to any assignment of a part of the Work under the Contract.

The Contractor may assign moneys due or to become due to it under the Contract and such assignment will be recognized by the City, if given proper notice thereof, to the extent permitted by law, but any assignment of moneys shall be subject to all proper set-offs in favor of the City and to all deductions provided for in the Contract and particularly all money withheld, whether assigned or not, shall be subject to being used by the City for the completion of the Work in the event that the Contractor should be in default therein.

6-1.03 **BEGINNING OF WORK.** After the execution of the Contract by both

parties, the City will issue the Notice to Proceed upon its determination that it is appropriate for the Contract Time to commence.

The Contractor shall begin Work within fifteen (15) Days after receiving the Notice to Proceed from the Director, subject to the requirements stated elsewhere in the Contract Documents regarding, among other things, the submittal of Baseline Schedule, and shall diligently prosecute the same to completion within the time limit provided in the Supplemental Conditions. Contractor shall also achieve any and all Contract milestones as described elsewhere in the Contract Documents.

The Contractor shall notify the Director, in writing, of its intent to begin Work at least seventy-two (72) hours before Work is begun. The notice shall be delivered to the Director and shall specify the date the Contractor intends to start. If the project has more than one (1) location of Work, a separate notice shall be given for each location.

The Contractor is not authorized to perform any Work until it has received a Notice to Proceed from the City. Should the Contractor begin Work in advance of receiving notice that the Contract has been approved as above provided, any Work performed by it in advance of the said date of approval shall be considered as having been done by the Contractor at its own risk and as a volunteer unless said Contract is so approved thereafter.

6-1.04 **PROGRESS SCHEDULE.**

A. Preliminary Progress Schedule. The Contractor shall submit to the Director, within twenty (20) Days after date of the Notice to Proceed, a Preliminary Progress Schedule covering the Contractor's activities over the first three (3) months of operation in detail and the remainder of the project in summary. The Preliminary Progress Schedule shall schedule the project within the Contract Time for completion of the Work, and shall be subject to

favorable review by the Director.

B. CPM Schedule. The Contractor shall submit an acceptable Critical Path Method (CPM) Schedule to the Director within thirty (30) Days after the receipt of the Notice to Proceed. Subsequent revisions to said schedule shall be submitted as set forth hereinafter. The requirement for the CPM schedule is included to allow for adequate planning and execution of the Work, to determine the critical nature of delays, and to assist the Director in appraising the reasonableness of the proposed schedule and evaluating progress of the Work. The CPM schedule submitted under this Section shall utilize a CPM format, either the precedence or arrow diagramming method. The definitions of CPM terms and functions shall be as provided in the Associated General Contractors of America book *CPM in Construction, A Manual for General Contractors*, or a favorably reviewed alternative publication or reference. No progress payment will be made prior to submission and acceptance of the CPM Schedule.

1. The CPM schedule system shall consist of diagrams and accompanying mathematical analyses. The diagrams shall show elements of the project in detail and an entire project summary. Diagrams shall show the order and interdependence of activities and sequence in which the Work is to be accomplished as planned by the Contractor. The basic concept of a network analysis diagram shall be followed to show how the start of a given activity is dependent on the completion of preceding activities and its completion restricts the start of following activities. Detailed network activities shall include, in addition to construction activities, the submittal and favorable review of samples of material and Shop Drawings, the procurement of critical materials and equipment, fabrication of special material and equipment, and their Installation and testing. All activities of the City and the Director that affect progress and required Contract dates for completion of all or parts of the Work shall be shown. The

selection and number of activities shall be subject to favorable review by the Director. Summary networks shall be time scaled. Durations shall be in Days and shall not exceed fifteen (15) Days, except for submittal and delivery items. Where the duration of continuous Work exceeds fifteen (15) Days, Work items in the Construction Schedule shall be subdivided by location, approximate stationing or other sub-element of the Work.

The graphic network diagram shall include for each activity, the description, activity number, the estimated duration in Days, and all activity relationship lines. The network diagram shall be drawn for the early start of activities. All significant Submittals shall be scheduled along with manual Submittals and training on all large or critical pieces of equipment. If the precedence technique is utilized, the schedule project shall include a calendar in Work Days, a network report sorted by early start and a logic table report sorted by preceding Work item. If the arrow technique is utilized, the schedule report shall include a calendar in Work Days, a network report sorted by early start, a network report sorted by I-J numbers, and a network sorted by slack time and I-J numbers.

2. The critical path shall be shown on all reports and on the graphic network diagram. The activities which constitute the critical path shall be identified.

3. The mathematical analysis of the network diagram shall include a tabulation of each activity. The following information shall be furnished as a minimum for each activity:

(a) preceding and following event numbers

(b) activity description and number

(c) estimated duration of activities

(d) earliest start date (by calendar date)

(e) earliest finish date (by calendar date)

(f) actual start date (by calendar date)

(g) actual finish date (by calendar date)

(h) latest start date (by calendar date)

(i) latest finish date (by calendar date)

(j) slack or float

(k) percentage of activity completed

4. The program shall be capable of accepting revised completion dates as modified by approved time adjustments and recomputations of all tabulation dates and float accordingly.

5. Submission and review of the system shall be as follows:

(a) The complete network analysis system, consisting of the detailed network mathematical analysis and network diagrams, shall be submitted within thirty (30) Days after receipt of the Notice to Proceed.

(b) The Contractor shall participate in a review and evaluation of the proposed network diagrams and analysis by the Director. Any revisions necessary as a result of this review shall be resubmitted for review by the Director within ten (10) Days. When completed, the favorably reviewed schedule shall then be the schedule to be used by the Contractor for planning, organizing and directing the Work and for reporting progress. If the Contractor thereafter desires to make significant changes in its method of operating and scheduling, the Contractor shall notify the Director in writing stating the reasons for the change.

(c) The Contractor shall submit at monthly intervals a report of the actual construction progress. Each monthly report shall cover a period of approximately thirty

(30) Days ending around the 20th of each month. The monthly reports shall be submitted within ten (10) Days of the end of the reporting period.

(1) If the project is proceeding on schedule, the monthly update report may consist of a marked-up copy of the graphical network diagram. This submittal shall clearly indicate the status of any minor shifts in sequence or schedule and the estimated completion date or percent complete of all activities currently in progress. The Contract completion date shall also be indicated. The Contractor shall submit a narrative report relating to status of construction, the schedule, and factors which may affect the remainder of the schedule. The report shall show the activities or portions of activities completed during the reporting period. The report shall state the percentage of the Work actually completed and scheduled as of the report date and the progress along the critical path in terms of Days ahead or behind the allowable dates.

(2) If, in the opinion of the Director, the project is behind schedule, the monthly report shall include a revised network diagram and/or mathematical analysis showing the Contractor's proposed revised schedule. An analysis of the effect that the delay has on progress along other paths shall also be included in the report. The Contractor shall also submit a narrative report with each updated analysis which shall include but not to be limited to a description of current and anticipated problem areas, delaying factors and their impact, and an explanation of corrective actions taken or proposed.

(3) Periodic report shall be submitted in sufficient copies to cover Contractor needs plus five (5) copies and an available electronic copy to be retained by the Director.

6. To the extent that the favorably reviewed initial Construction Schedule, or revisions thereto, indicate anything not jointly agreed upon, it shall be deemed to be not favorably reviewed by the Director. Any omission of Work from the detailed schedule, otherwise required for Contract compliance, will not excuse the Contractor from completing such Work within any applicable completion date. The CPM schedule shall be generated by computer methods.

C. Schedule Review. Once each month, on a date mutually agreed upon, but no later than seven (7) business days after the monthly schedule progress report date, a Work Site meeting will be held to review the Construction Schedule and job progress. The Contractor shall also attend weekly meetings scheduled by the Director to review the progress of the Work in the preceding week and in the subsequent week, coordinate the Work with public agencies or other Contractors as required, and allow the Director to plan his or her activities for testing, inspection, etc.

D. Schedule Revisions. The conditions under which the Director will require revisions of the Construction Schedule include the following:

1. When delay in completion of any Work item or sequence of Work items results in an estimated extension of project completion by either twenty (20) business days or by ten percent (10%) of the remaining duration of time to complete the Contract, whichever is less.

2. When delays in Submittals or deliveries make replanning or rescheduling of the Work necessary.

3. When the schedule does not represent actual prosecution and progress of the Work.

4. When any change to the sequence of activities, the completion date for major portions of the Work, or when changes occur which affect the critical path.

5. When Contract Amendments or a Change Order necessitates schedule revision, the Contractor shall submit a schedule analysis of all Change Order Work with its proposal.

E. Cash Flow Projection. A cash flow projection shall be submitted with the Construction Schedule. This cash flow projection shall be revised and resubmitted when revisions of the Construction Schedule will result in changes to the projected cash flow.

F. Schedules showing project completion dates earlier than specified in the Supplemental Conditions will be rejected unless justification can be provided for early completion.

6-1.05 **SCHEDULE OF VALUES.** Prior to preparation of the first estimate for a progress payment, the Contractor shall submit for favorable review by the Director a detailed Schedule of Values or cost breakdown of the Work under each bid item awarded. The breakdown will then become the basis for partial payment determination. Elements of Work shall be grouped by structure, pipeline, system, etc. Within each grouping, Work should be itemized by readily measurable quantities of Work complete in place. For example, concrete should be in units of cubic yards including form Work and reinforcing steel. Move-on costs, bond and insurance costs, and Overhead costs shall not be considered an item of cost for this purpose but shall be prorated over items of Work. In the event the Schedule of Values is not favorable reviewed by the Director, another Schedule of Values shall be submitted that is mutually acceptable to the Contractor and the Director.

6-1.06 **CITY'S RIGHT TO STOP WORK.** The Director shall have the

authority to order the Contractor, in writing, to suspend the Work wholly or in part, for such period as the Director may deem necessary due to the failure on the part of the Contractor to correct Work that is not in accordance with the requirements of the Contract Documents or if Contractor persistently fails to carry out Work in accordance with the Contract Documents.

The Contractor shall immediately comply with the written order of the Director to suspend the Work wholly or in part. The suspended Work shall be resumed when conditions are favorable and methods are corrected, as ordered or approved in writing by the Director.

Any stoppage of work under this section shall be at the Contractor's sole expense, and the Contractor shall have no claim against the City based on the Contractor's failure to perform the Work in accordance with the Contract Documents.

In addition to the City's right to stop Work, the City may order the Contractor to submit to the City at no additional cost to the City, additional information concerning Contractor's planned Work if the Contractor fails to promptly correct Work that is not in accordance with the requirements of the Contract Documents or persistently fails to carry out Work in accordance with the Contract Documents. The additional information ordered by the City may include, but is not limited to, preparation of Submittals or Working Drawings not otherwise required to be submitted under the Contract Documents.

In the event the City discovers that the Contractor has created an unsafe condition the City may arrange for other work forces to remedy the condition. Such remedial work shall be at the sole discretion of the City. If this action is required, the City may unilaterally terminate Work under the Contract, and will pay only for the quantities of Work actually performed, less the cost of the City's remedial Work. In the event that Work is not halted, the Contractor must take immediate steps to correct the situation. There will be no extra payment for Work required

to correct unsafe conditions.

The right of the City to suspend the Work shall not give rise to a duty on the part of the City to exercise this right for the benefit of the Contractor or any other person or entity. This right shall be in addition to and not in restriction or derogation of the City's other rights under the Contract Documents.

In the event of a suspension of Work under any of the conditions set forth in this Section 6-1.06, such suspension of Work shall not relieve the Contractor of its legal responsibilities as set forth in these General Conditions.

6-1.07 **TIME OF COMPLETION.** The Contractor shall complete the entire Work, including Installation, repairs, startup, troubleshooting, painting, and touchup, training, submittal or record drawings, and manuals, cleanup, demobilization, and all other Work within the number of Days set forth in the Supplemental Conditions. The time for completion includes an allowance for working time lost due to normal inclement weather.

Extensions of time may be allowed for unusual inclement weather under the provisions hereinafter described. Unusual inclement weather is weather which adversely affects "controlling" operations or the critical path of construction and which meets one of the following criteria:

A. For the particular calendar month in question, the number of individual Days with rainfall exceeding 0.10 inches exceeds the average number of such Days for that month over the immediately preceding five (5) years of record by at least three (3) Days.

B. For the particular calendar month in question, the total cumulative rainfall for that month exceeds the average cumulative rainfall for that month over the immediately preceding five (5) years of record by at least two inches (2").

Rainfall shall be measured at a publicly operated, maintained, and reported station in reasonable proximity to the construction site. A claim for delay shall indicate the period of rainfall which is claimed as "unusual," the specific dates during which the unusual rainfall and subsequent wet soil conditions prevented Work, and the specific critical path tasks adversely affected by such unusual weather. A claim for delay due to unusual inclement weather shall be filed within ten (10) Days of the apparent end of the unusual inclement rainfall period, whether or not the monthly totals are available at that time. The burden of proof that weather meets the criteria for unusual weather shall be solely the responsibility of the Contractor.

It is the responsibility of the Contractor to order materials required for the Work properly and promptly on a Notice to Proceed. If evidence presented demonstrates that, in spite of the Contractor's efforts, government-established priorities controls delay material deliveries, suitable extension of time will be made.

If performance of extra Work ordered by the City or failure of the City to provide the necessary site for Installation affects construction tasks which are "controlling" or which are on the "critical path" of the Construction Schedule, suitable extensions of time will be made.

The Contractor shall not be entitled to a time extension for delays in activities on non-critical paths of the favorably reviewed schedule unless the duration of the excusable delay exceeds the total float of the activities being delayed. If the duration of an excusable delay does exceed the total float of the activities affected by the delay, the Contractor shall be entitled to an extension equal to the difference.

C. Determination that a day is a non-working day by reason of inclement weather or conditions resulting immediately therefrom, shall be made by the Director.

6-1.08 **LIQUIDATED DAMAGES.** It is agreed by the parties to the Contract

that in case all the Work called for under the Contract in all parts and requirements is not completed within the number of Days as set forth in the Supplemental Conditions, damage will be sustained by the City and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the City, the monetary amount indicated in the Supplemental Conditions in dollars (U.S.) per day for each and every calendar day of delay in completing the Work in excess of the number of Days prescribed and the number of additional calendar days, if any, authorized by Contract Change Order; and the Contractor agrees to pay said Liquidated Damages herein provided for, and further agrees that the City may deduct the amount thereof from any moneys due or that may become due the Contractor under the Contract.

It is further agreed that in case the Work is not finished and completed in all parts and requirements within the number of Days specified, the City shall have the right to increase the number of Days or not, as it may deem best to serve the interest of the City, and if it decides to increase the said number of Days, it shall further have the right to charge to the Contractor, its heirs, assigns or sureties and to deduct from the final payment for the Work all of any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other Overhead expenses which are directly chargeable to the Contract, and which accrue during the period of such extension, except that cost of preparation of final statement shall not be included in such charges.

6-1.09 **DELAYS AND EXTENSIONS TO THE WORK.** The Contractor must complete all Work within the time specified in the Agreement. The Contractor will be granted an extension of time and will not be assessed with liquidated damages or the cost of engineering

and inspection for any delay in substantially completing the Work (or parts thereof) beyond the time set forth in the Agreement, provided that such delay was caused by unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include acts of public enemy, fire, floods, abnormal weather (as described below), earthquakes, epidemics, quarantine restrictions, strikes, labor disputes and freight embargoes, fire, changes made pursuant to the provisions of "Changes in the Work" under Section 3 of these General Conditions or acts or neglect of the City not contemplated by the Contract Documents. In all cases, any extension of time is conditioned on the following:

1. That the cause is not due to the fault or negligence of the Contractor, and the Contractor has taken reasonable precautions to prevent and minimize the effects thereof; and

2. That the Contractor notifies the Director in writing within three (3) Days from the beginning of such delay specifying the nature of the delay and the measures that have been or will be taken to prevent or minimize the delay. Failure to submit written notice within this time period shall constitute an absolute waiver of any claim for a time extension.

No extension of time will be granted for a delay caused by a shortage of materials, unless the Contractor furnishes to the City documentary proof that it has diligently made every effort to obtain such materials from all known sources within reasonable reach of the work and further proof, as acceptable to the Director, that the inability to obtain such materials when originally planned did in fact cause a delay in Final Completion of the entire Work which could not be compensated for by revising the sequence of the Contractor's operations. Only the physical shortage of material will be considered as a cause for extension of time, and no consideration

will be given to any claim that material could not be obtained at a reasonable, practical or economical cost or price, unless it is shown to the satisfaction of the City that such material could have been obtained only at exorbitant prices entirely out of line with current rates, taking into account the quantities involved and the usual practices in obtaining such quantities.

No extension of time will be granted for a delay caused by Contractor's staff turnovers, understaffing or insufficient quantity of qualified staff able to perform the necessary work.

The term "shortage of materials," as used in this section, shall apply only to materials, articles, parts or equipment which are standard items and shall not apply to materials, parts, articles or equipment which are processed, made, constructed, fabricated or manufactured to meet the specific requirements of the Contract Documents.

No extensions of time will be granted for delays that have no measureable impact on the completion of the Work (or parts thereof) under the Contract Documents. When extensions of time are granted, they will be limited to the period equivalent to the actual number of Days lost on the critical path or controlling operations of the Construction Schedule, taking into account the extent to which that delay could be decreased by reasonable mitigation measures by the Contractor. All requests for extensions of time must be supported with a critical path analysis showing the critical path and impacts to it. Contractor's failure to submit this analysis will be sufficient cause for denial of any request for a time extension.

Within a reasonable period of time after the Contractor submits the notice and information required by this section, the City will determine whether an extension of time is justified and, if so, the number of days for the extension.

Abnormal weather may be a valid basis for a time extension under the Agreement. "Abnormal Weather" occurs when the number of days of rain above 0.5 inches in a 24 hour

period exceeds the average for such rainfall in a particular month as determined by the National Weather Service. The Contractor will only be entitled to, at most, a time extension for the number of days of rain exceeding the average for that month in the locale where the Work is to be performed. If delays are caused by the Contractor or those for whom the Contractor is responsible, the Contractor will only be entitled to, at most, a time extension for the number of rain days exceeding the average for the month when the Work should have been performed.

In addition, before a time extension may be granted for abnormal weather, the Contractor must establish that the rain either significantly impacted at least sixty percent (60%) of the planned work of the controlling operations for a particular day or prohibited at least five (5) hours of work on the controlling operations planned for that day. Contractor shall employ reasonably methods to mitigate the impact of abnormal weather (i.e., dewatering, protection of site, etc.) The occurrence of rain during non-work hours or having minimal impact to work on the controlling operation shall not constitute a day of abnormal weather.

In the event that the project experiences favorable weather for a particular month (e.g., the number of actual rain days in a month less than that indicated above for allowable rain days per months), the additional float resulting from such favorable weather shall accrue to the project.

Any Contractor claim for damages or additional compensation based on delay shall be limited to only those circumstances where the Contractor has fulfilled each of the following three (3) requirements:

1. Contractor has established its entitlement to a time extension pursuant to the provisions described above regarding delay and extensions to the Work.
2. The delay was caused solely by the City's issuance of changes made pursuant to the

provisions of “Changes in the Work” under Section 3 of these General Conditions or by acts or neglect of the City.

3. The delay was unreasonable under the circumstances and not within the contemplation of the parties.

It is expressly understood and agreed that delays caused by the City will be non-compensable when there are concurrent delays caused by the Contractor. Also, the Contractor shall have no entitlement to additional compensation for any delay where there have been concurrent delays caused by non-compensable delays, including, but not limited to, fire, floods, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, and freight embargoes.

Contractor’s damages and/or additional compensation for delays will consist solely of the extended costs of maintaining the Contractor’s Work Site presence. The Contractor will not be entitled to any extended home office overhead.

Compensation for idle time of equipment will be determined in the same manner as determinations are made for equipment used in the performance of extra work paid for on a Force Account basis with the following exceptions:

1. The time for which compensation will be paid will be the actual normal working hours during which such delay conditions exists, but in no case will exceed eight (8) hours in any one day.
2. The days for which compensation will be paid will be each calendar day of the work week (defined elsewhere in the Contract Documents) and Legal Holidays, during the existence of such delay, except that when rental of the equipment is paid for under the provisions in Section 3-1.06C, “Force Account Payment – Equipment,” of these General Conditions, no payment will be made for delays in accordance with the

provisions of this section.

Actual loss shall be understood to include no items of expense other than idle time of personnel, cost of extra moving of equipment, and cost of longer hauls. Compensation for idle time of equipment will be determined as provided in this section and compensation for idle time of personnel will be determined pursuant to Section 3-1.06A, "Force Account Payment – Labor," of these General Conditions. No markup will be added in either case for Overhead and profit. The cost of extra moving of equipment and the cost of longer hauls will be paid for as extra work as provided pursuant to "Changes to the Work" elsewhere in the Contract Documents.

6-1.10 **TERMINATION.**

6-1.10A **TERMINATION OF AGREEMENT – CONVENIENCE OF CITY.** The Department reserves the right to terminate the Contract at any time and for any reason if the Director determines that to do so would be in the best interest of the City. Any termination which is not based on the circumstances set forth in Section 6.1-10B below shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination becomes effective.

Upon the Contractor's receipt of a written Notice of Termination for convenience, the Contractor shall cease Work as to those portions of the project so terminated and shall undertake the steps outlined in Section 6-1.10B below.

1. Acceptance of the Contract as hereinafter specified shall not relieve the Contractor of responsibility for damage to materials except as follows:

   a. The Contractor's responsibility for damage to materials for which partial payment has been made as provided in Section 7-1.07, "Progress

Payments," of these General Conditions and for materials furnished by the City for use in the Work and unused shall terminate when the Director certifies that such materials have been stored in the manner and at the locations he or she has directed.

b. The Contractor's responsibility for damage to materials purchased by the City subsequent to the issuance of the notice that the Contract is to be terminated shall terminate when title and delivery of such materials has been taken by the City.

c. When the Director determines that the Contractor has completed the Work under the Contract directed to be completed prior to termination and such other Work as may have been ordered to secure the project for termination, the Contractor will recommend that the City formally accept the Work, and immediately upon and after such Acceptance by the City, the Contractor will not be required to perform any further Work thereon and shall be relieved of its contractual responsibilities for injury to persons or damage to property which occurs after the formal Acceptance of the project by the City.

2. The total compensation to be paid to the Contractor shall be determined by the Director on the basis of the following:

a. The reasonable cost to the Contractor, without profit, for all Work performed under the Contract, including mobilization, demobilization and Work done to secure the project for termination. Reasonable cost will include a reasonable allowance for project Overhead and general

administrative Overhead not to exceed a total of seven percent (7%) of Direct Costs of such Work.

b. A reasonable allowance for profit on the cost of the Work performed as determined under subsection (a), provided the Contractor establishes to the satisfaction of the Director that it is reasonably probable that it would have made a profit had the Contract be completed and provided further, that the profit allowed shall in no event exceed four percent (4%) of said cost.

c. The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the Department or otherwise disposed of as directed by the Director.

d. A reasonable allowance for the Contractor's administrative costs in determining the amount payable due to termination of the Contract.

All records of the Contractor and the Contractor's Subcontractors, necessary to determine compensation in accordance with this Section, shall be open to inspection or audit by representatives of the Department at all times after issuance of the notice that the Contract is to be terminated and for a period of three (3) years, and such records shall be retained for that period.

After Acceptance of the Work by the Director, the Director may make payments on the basis of interim estimates pending issuance of the Final Statement, when in his or her opinion the amount thus paid, together with all amounts previously paid or allowed, will not result in total compensation in excess of that to which the Contractor will be entitled. All payments, including payment upon the Final Statement, shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the Contract.

In the event that the City terminates this Contract under Section 6-1.10B below and it is determined for any reason that there was not sufficient cause to do so, the City's termination automatically will convert to a termination for convenience under this section and the terms and conditions outlined in this section automatically will be applied to effectuate the Contract termination. Thus, damages to which a Contractor may be entitled as a result of an improper default termination will be limited to the amounts provided for in this section.

The provisions of this section shall be included in all subcontracts.

6-1.10B **TERMINATION OF AGREEMENT - FOR CAUSE.** An "Event of Default" as referred to in this section shall occur if the Contractor:

1. Fails to maintain progress of the Work in accordance with the requirements of the Contract Documents; or
2. Fails to prosecute the Work or any of its components in accordance with the Contract Documents; or
3. Persistently or repeatedly fails or refuses to supply sufficient properly skilled workers or proper material to permit the performance of the Work in accordance with the Contract Documents; or
4. Fails to make prompt payment to Subcontractors or Suppliers in accordance with the respective agreements between the Contractor and the Subcontractor and Contractor and Supplier; or
5. Fails to comply with applicable laws, ordinances or rules, regulations or orders of a public authority having jurisdiction over the Work; or
6. Abandons, assigns or sublets the Contract without approval of the City; or
7. Becomes bankrupt or is subject to appointment of a receiver on behalf of the

Contractor; or

8. Otherwise is guilty of a substantial breach of a provision of the Contract Documents.

Upon the City's reasonable belief that there has been an Event of Default by the Contractor, the City may elect to give the Contractor written notice thereof. The Contractor thereafter shall cure the default as soon as possible and in no event after ten (10) Days from the Contractor's receipt of the City's written notice.

If the Contractor does not timely cure its default, the City may, without waiver of any of its other rights and remedies, elect to terminate the Contract, or portion thereof.

Upon the City's election to terminate the Contract, or portion thereof, the City shall have the right to complete the Work, or portion involved, by whatever means and methods it deems expedient, including the hiring of others on such terms as the City deems advisable. The City shall have the right to take possession of the Contractor's materials, plant, tools, equipment and property of any kind provided by or on behalf of the Contractor for the purpose of the Work, or a portion of them, without being responsible to the Contractor for wear and tear. The Contractor shall have no rights in such property during its use by the City. The City shall not be required to obtain the lowest prices for completing the Work or a portion of it but shall make such expenditures as, in the City's sole judgment, best accomplish such completion.

The expense of completing such Work or portion thereof, together with a reasonable charge for engineering, managerial and administrative services, as certified by the City, shall be charged to the Contractor, and the expense so charged shall be deducted by the City out of such monies as may be due or may at any time thereafter become due to the Contractor. In case such expense is more than the sum which otherwise would have been payable to the Contractor under the Agreement, then the Contractor or its surety or sureties shall promptly pay the amount of

such excess so due. When the City terminates the Contract under this section, the Contractor shall not be entitled to receive any further payments until the Work is completed and there has been a final settlement of costs of completing the Work covered by such notice of default.

The City will issue to the Contractor a written notice specifying that the Contract, or portion thereof, is terminated. Upon receipt of said written notice and, except as otherwise directed in writing by the City, the Contractor shall:

1. Stop all Work under the Contract; or if partial termination, stop Work relating to the terminated portion of the Agreement;
2. Perform Work the City deems necessary to secure the Work Site for termination including measures to leave the Work Site in a safe condition;
3. Remove equipment from the site of Work, as specified by the City;
4. Take such action as is reasonably necessary to protect materials from damage;
5. Notify all Subcontractors and Suppliers that the Contract or portion thereof is being terminated and that their contracts or orders are not to be further performed unless otherwise authorized in writing by the City;
6. Provide the City with an inventory list of all materials previously produced, purchased or ordered from Suppliers for use in the Work and not yet used in the Work, including its storage location, and such other information as the City may request;
7. Dispose of materials not used in the Work as directed by the Director. It shall be the Contractor's responsibility to provide the City (a) with good title to all materials purchased by the City hereunder, including materials for which partial payment has been made by the City and (b) with bills of sale or other documents of title for such

materials;

8. Subject to the prior written approval of the City, settle all outstanding liabilities and all claims arising out of Subcontractors or orders for materials terminated hereunder. To the extent directed by the City, the Contractor shall assign to the City all rights, title and interests of the Contractor under subcontracts or orders for materials terminated hereunder. The City shall be at liberty to negotiate with and engage any Subcontractors who had contracted with the Contractor for the Work;
9. Furnish the City with the documentation required to be furnished by the Contractor under the provisions of the Contract Documents, including, on projects as to which Federal funds are involved, all documentation required under the Federal requirements included in the Agreement; and
10. Take such other actions as the City may direct.

If only a portion of the Work has been terminated, the Contractor shall perform the remainder of the Work in conformity with the Contract Documents and in such a manner as not to interfere with the City or others in their performance and completion of the portion of the Work which was terminated.

The City may recover from the Contractor the amount of any loss or damage, including consequential damages, suffered or incurred as a result of the Contractor's default.

SECTION 7

ACCEPTANCE AND PAYMENT

7-1.01 **ACCEPTANCE.** When the Contractor believes that the entire Work is fully and finally completed, including the satisfactory completion of inspections, tests, and documentation specified in the Contract Documents and completion of all punch list and clean-up items, the Contractor shall submit to the City a written request for final Acceptance within fifteen (15) Days thereafter, specifying that the Work is fully and finally completed and the date on which it was completed. Within thirty (30) Days after receipt of the request for final Acceptance, the City will inspect the Work and will either:

1. Reject the request for final Acceptance, specifying the defective and/or uncompleted portions of the Work; or
2. Notify the Contractor that the Work will be accepted by Resolution of the City Council of the City of Roseville, and a Notice of Completion will be caused to be recorded by the City Clerk; or
3. Notify the Contractor that the Work has been accepted by the City but no Notice of Completion will be recorded.

If the City rejects the request for final Acceptance, the Contractor shall promptly remedy the defective and/or uncompleted portions of the Work. Thereafter, the Contractor shall again submit a written request for final Acceptance of the Work, specifying a new date based on the date the defective and/or uncompleted portions of the Work were corrected. Thereafter, the foregoing procedure shall apply successively until the City has verified that the Work is fully and finally completed and accepted the Work by Resolution of the City Council or by written

notification from the Director. Immediately upon such Acceptance, the Contractor shall be relieved of the duty of maintaining the Work as a whole.

All warranties commence upon final Acceptance of the Work. The City's final Acceptance of the Work shall not be construed as an acceptance by the City of any latent defects discovered with regard to the Contractor's work. Furthermore, Contractor's obligations under Section 5-1.22 "Responsibility for Damage and Indemnification" shall still remain applicable after the City's grant of final Acceptance of the Work.

Prior to final Acceptance, the Contractor shall submit to the City the Record Documents and Operation and Maintenance Manuals as specified in the Contract Documents.

7-1.02 **SCOPE OF PAYMENT.** The Contractor shall accept the compensation provided in the Contract as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed Work and for performing all Work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the Work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the Work until the Acceptance by the Director and for all risks of every description connected with the prosecution of the Work, also for all expenses incurred in consequence of the suspension or discontinuance of the Work as provided in the Contract; and for completing the Work according to the Contract. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective Work or material.

No compensation will be made in any case for loss of anticipated profits.

7-1.03 **NOTICE OF POTENTIAL CLAIM.** The Contractor shall not be entitled to the payment of 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 the Contractor has given the City due written Notice of Potential Claim as hereinafter specified, provided, however, that compliance with this Section 7-1.03 shall not be a prerequisite as to matters within the scope of the notice provisions in Section 6-1.07, "Time of Completion," or the notice provisions in Section 6-1.08, "Liquidated Damages," of these General Conditions, nor to any claim which is based on differences in measurement or errors of computation as to correct quantities.

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 seven (7) 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 complete information about its claim for additional compensation and/or extension of time for performance within fifteen (15) 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 General Conditions, including but not limited to Section 7-1.04.

It is the intention of this Section 7-1.03 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 it 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.

7-1.04 **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) 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) 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) 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 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 sixty (60) Days after the City 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 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 resolved in accordance with Section 7-1.05 below.

7-1.05 **DISPUTE RESOLUTION PROCEDURE.** All Claims not resolved

pursuant to Section 7-1.04, shall be resolved pursuant to Public Contract Code Section 10240, et seq.

7-1.06 **STOP PAYMENT NOTICES.** The City, by and through the Department or other appropriate office or officers, may at its option and at any time retain out of any amounts due the Contractor, sums sufficient to cover claims, filed pursuant to Civil Code Section 9350, et seq., including an amount to provide for the reasonable cost of any litigation thereunder.

7-1.07 **PROGRESS PAYMENTS.** Within fifteen (15) Days after the effective date in the Notice to Proceed, but in any event prior to Contractor's first Application for Payment, the Contractor shall submit to the City a detailed Schedule of Values.

Upon its approval, the Schedule of Values will form a basis for determining the compensation payable to the Contractor based on its actual progress of Work with respect to each Lump Sum bid item. The City, prior to any progress payment being made, must approve the Schedule of Values.

At the Director's discretion the approved Schedule of Values may be used as the basis for calculating the adjustment in compensation for a lump sum bid item due to changes ordered by the Director. When an ordered change increases or decreases the quantities shown in an approved Schedule of Values, at the Director's discretion, the adjustment in compensation may be determined in the same manner specified for increases and decreases in the quantity of a bid item of work in accordance with Section 3-1.05(B), "Contract Price Adjustment," of these General Conditions.

The Contractor once in each month shall submit an Application for Payment, for approval by the Director. Contractor's Applications shall be based on the Schedule of Values submitted to the City. These applications shall be supported by: (1) documentation requested by the City to

substantiate the payment request; (2) statutory releases from Contractor and all Subcontractors and suppliers pursuant to Civil Code Sections 8132 and 8138; and (3) certified payroll records for the period for which payment is requested. Specifically, the Contractor will submit conditional waivers upon progress payment executed by all contractors and suppliers that will be receiving sums sought in the instant payment request and also submit unconditional waivers upon progress payment executed by all contractors and suppliers that have been paid to the date of the payment request. The Contractor shall certify that the Work for which payment is requested has been accomplished. When requested by the City, the Contractor shall submit receipts, invoices and other documentation that the City requires to be furnished for purpose of evaluating the application.

The City will pay the Contractor within thirty (30) Days after its receipt of an undisputed and properly submitted Application for Payment, after deducting all previous payments, retention, and other sums as described in the Contract Documents. Within seven (7) Days of its receipt of the Contractor's Application for Payment, the City will determine whether it complies with the provisions of the Contract Documents. As appropriate, the City will return the application to the Contractor accompanied by a document prepared by the City setting forth the reasons for the rejection. Thereafter, the Contractor shall correct and resubmit the Application for Payment. Progress payments may be withheld for Work that is not performed in accordance with the Contract Documents.

The City may deduct the following from each progress payment:

1. An amount equal to one hundred and twenty-five percent (125%) of the amount claimed under any stop payment notice or other lien filed against the Contractor, which includes an amount to provide for the reasonable cost of any litigation

thereunder.

2. Any Liquidated Damages or Assessments that have accrued as of the date of the Application for Payment.
3. Any sums expended by the City in performing any of the Contractor's obligations under the Agreement that the Contractor has failed to perform.
4. Any other sums that the City is entitled to recover from the Contractor under the terms of the Contract including damages to the City's property.
5. The failure of the City to deduct any of the above identified sums from a progress payment shall not constitute a waiver of the City's right to such sums.

No such estimate or payment shall be construed to be an acceptance of any defective Work or improper materials.

Under no circumstances will the City make payment to unlicensed Contractors. As a condition of payment, the Contractor is required to maintain the applicable Contractor's license as identified in the Notice to Contractors for the duration of the Work.

7-1.08 **PAYMENT FOR MATERIALS AND EQUIPMENT ON HAND.**

Partial payments may be made to the extent of seventy-five percent (75%) of the cost of materials and equipment plus delivery to be incorporated in the Work, provided that such materials and equipment meet the requirements of the Contract Documents and are delivered to acceptable sites on the plant site or at other sites in the vicinity that are acceptable to the City and only with the prior written approval by the City. Such delivered costs of stored or stockpiled materials and equipment may be included in the next progress payment after the following conditions are met:

A. Equipment and materials will only be eligible if given conditional or final

Acceptance by the Director and are in apparent compliance with favorably reviewed Submittals.

B. Only equipment or materials which have received favorable review of Shop Drawings will qualify.

C. The material or equipment has been stored or stockpiled adequately protected against damage in a manner acceptable to the Director at an approved site.

D. The Contractor has furnished the Director with acceptable evidence of the quantity and the quality of such stored or stockpiled materials or equipment with identification of where they will be incorporated into the project with Specification reference.

E. The Contractor has furnished the Director with satisfactory evidence that the material or equipment and transportation costs have been paid.

F. The Contractor has furnished the City legal title (free of liens or encumbrances of any kind) and lien releases to the material or equipment so stored or stockpiled.

G. The Contractor has furnished the City evidence that the material or equipment so stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the Work.

It is understood and agreed that the transfer of title and the City payment for such stored or stockpiled materials or equipment shall in no way relieve the Contractor of its responsibility for furnishing and placing such materials or equipment in accordance with the requirements of the Contract Documents.

In no case will the amount of progress payments for materials or equipment on hand exceed the Contract Price for such materials or equipment or the Contract Price for the Contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant

materials.

The Contractor shall bear all costs associated with the progress payment of stored or stockpiled materials or equipment in accordance with the provisions of this Section.

7-1.09 **RETENTION ON PROGRESS PAYMENTS.** From each progress payment estimate, five percent (5%) will be deducted and held in retention by the City. The remainder, less any deductions described in Section 7-1.07, "Progress Payments," of these General Conditions, will be paid to the Contractor as progress payments.

Pursuant to Public Contract Code Section 22300, the successful Bidder may submit Securities in lieu of retention payments by the City. Upon the Contractor's request, the City will make payment of funds withheld from progress payments, pursuant to the requirements of California Public Contract Code Section 22300, if the Contractor deposits in escrow with the City or with a bank acceptable to the City, securities eligible for investment under California Government Code Section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the City, upon the following conditions:

1. The Contractor shall bear the expenses of the City and the escrow agent in connection with the escrow deposit made.
2. Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to the Contractor pursuant to this section.
3. Contractor shall enter into an escrow agreement satisfactory to the City, which agreement shall be substantially similar to the form provided in California Public Contract Code section 22300.

4. The Contractor shall obtain the written consent of the surety to such agreement.

7-1.10 **FINAL PAYMENT.** Final payment will be made only after Contractor has achieved Final Completion of the Work pursuant to the provisions of Section 7-1.01, "Acceptance," of these General Conditions. Before final payment can be made, the Contractor shall have furnished the City with the following:

1. All Record Documents, catalogues, instruction sheets and information as required by the Contract Documents.
2. Conditional Waivers and Releases Upon Final Payment executed by Contractor and all Subcontractors and Suppliers, as provided by Civil Code Section 8136. Unconditional Waivers and Releases Upon Final Payment, as provided in Civil Code Section 8138, executed by Contractor and all Subcontractors and Suppliers, must be provided for all Subcontractors and Suppliers that have been paid in full.

Within thirty (30) Days of the date of the City's Acceptance of the Work, the Contractor shall prepare and submit a Final Invoice, showing the proposed total amount due the Contractor, segregated by Bid item quantities, Change Order Work, and other basis for payments; deductions made or to be made for prior payment; and amounts previously retained. Prior invoices and payments shall be subject to correction in the proposed Invoice for Final Payment. Payments to the Contractor will be made only for actual quantities of the Contract items of work constructed in accordance with the Contract Documents.

The City will review the Contractor's proposed Final Invoice and necessary changes or corrections will be forwarded to the Contractor. Within ten (10) Days thereafter, the Contractor

shall submit a revised proposed Final Invoice incorporating changes or corrections made by the City together with any new claims resulting therefrom. Upon approval by the City, the corrected proposed Final Invoice will become the approval Final Invoice.

If agreements are reached on all questions regarding the Final Invoice, the City will pay the entire sum found due on the approved application. However, the City will withhold sums sufficient to pay all unsettled claims for which stop payment notices have been filed pursuant to Section 9350, et seq. of the California Civil Code, together with the reasonable cost of any litigation thereunder.

Final payment will be made within thirty (30) Days after receipt of an approved Final Invoice and other required Submittals referenced above or within sixty (60) Days after Acceptance of the work by the City, whichever is later, provided, however, that if an approved Final Invoice has not been submitted within sixty (60) Days after Acceptance of the Work by the City, the City may elect to make payment of sums not in dispute without prejudice to the right of either the City or the Contractor in connection with such disputed sums. Notwithstanding the foregoing, if a Notice of Completion is recorded, final payment shall not be made prior to the expiration of the thirty-five (35) calendar day lien period. The start of this lien period is the date the Placer County Recorder's Office records the Notice of Completion.

The City may withhold from the Final Payment an amount not to exceed one hundred fifty percent (150%) of any amount in dispute between the City and the Contractor.

The making of Final Payment shall not operate to release the Contractor or its sureties from obligations arising under the Contract, the Contract bonds and warranties as herein provided. Specifically, the making of final payment shall not constitute a waiver and release of claims by the City arising from:

1. Unsettled or future liens;

2. Failure of the Work to comply with the requirements of the Contract Documents;

3. The terms of any warranties required by or contained in the Contract Documents;

4. The right to any insurance proceeds or the right to make any insurance or bond claims;

5. Any claims with respect to Contractor's obligations of indemnity with respect to claims asserted by third parties; or

6. Any latent deficiencies with the Work or Contractor's fraud.

7-1.11 **CLERICAL ERRORS.** Notwithstanding the provisions of Section 7-1.10, "Final Payment," of these General Conditions, for a period of three (3) years after Acceptance of the Work, all estimates and payments made pursuant to said Section 7-1.10, are subject to correction for clerical errors in the calculations involved in the determination of quantities and payments. The Contractor and the City agree to pay to the other any sum due under the provisions of this Section 7-1.11, provided, however, if the total sum to be paid is less than $100, no such payment shall be made.

7-1.12 **WARRANTY.** Notwithstanding inspections and Acceptance by the City of Work furnished under the Contract Documents, the Contractor hereby unconditionally guarantees that all materials and equipment furnished will be of good quality and new, that the Work will be free from defects in workmanship and materials and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

This warranty by the Contractor is in addition to any warranties or guarantees required elsewhere in the Contract Documents. This warranty shall be in effect notwithstanding any disclaimers, or limiting or conditional terms contained in such separate warranties furnished by manufacturers or suppliers.

The Contractor hereby agrees to repair or replace any and all Work, together with any other adjacent Work which may be displaced in so doing, that may prove to be not in accordance with the requirements of the Contract or that may be defective in its workmanship or material during the greater of a period of one (1) year after Acceptance of the Work by the City or the period specified in the Special Conditions, without any expense whatsoever to the City, ordinary wear and tear and unusual abuse or neglect excepted.

The Contractor further agrees, that within ten (10) Days after being notified in writing by the Department of any Work not in accordance with the requirements of the Contract Documents or of any defects in the Work, the Contractor will commence and prosecute with due diligence all Work necessary to fulfill the terms of this warranty, and to complete such Work within a reasonable period of time. In the event Contractor fails to comply, it does hereby authorize the Department to proceed to have such Work done at the Contractor's expense and the Contractor will honor and pay the cost and charges therefore upon demand. The Department shall be entitled to all costs and expenses, including reasonable attorneys' fees, necessarily incurred upon the Contractor's refusal to honor and pay the above costs and charges.

All warranties set forth in the Contract Documents shall be deemed cumulative and not alternative or exclusive. Nothing contained in this section shall be construed to establish a period of limitation with respect to any other obligation, which Contractor has under the Contract Documents or under any separate warranty or guaranty required thereby. The establishment of a

specific warranty period relates only to the specific obligation of Contractor to correct defective Work, and it has no relationship to the time within which its obligation to comply with the Contract Documents or applicable provision of law may be sought to be enforced, nor to the time within which proceedings may be commenced to establish Contractor's liability with respect to its obligations other than specifically to correct the Work. Without limiting the foregoing, it is understood and agreed that Contractor shall remain responsible for latent defects with its work, regardless of the expiration of any warranty period set forth in the Contract Documents.

7-1.13 **WARRANTY OF TITLE.** No material, supplies, or equipment for the Work under this Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants good title to all material, supplies, and equipment Installed or incorporated in the Work and agrees upon completion of all Work to deliver the Premises, together with all improvements and appurtenances constructed or placed thereon by it, to the City free from any claim, liens, security interest, or charges, and further agrees that neither the Contractor nor any person, firm, or corporation furnishing any materials or labor for any Work covered by this Contract shall have any right to a lien upon the Premises or any improvement or appurtenances thereon. Provided, that this shall not preclude the Contractor from Installing metering devices and other equipment of utility companies, the title of which is commonly retained by the utility company. In the event of the Installation of any such metering device or equipment, the Contractor shall advise the City as to the legal owner thereof. Nothing contained in this paragraph, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the City.

The provisions of this paragraph shall be inserted in all subcontracts and material Contracts, and notice of its provisions shall be given to all persons furnishing materials for the Work when no formal Contract is entered into for such materials.

[END OF GENERAL CONDITIONS]

SUPPLEMENTAL CONDITIONS

Project: Industrial 12kV Underground conversion

Scope of Supplemental Conditions

1. The Work shall be performed in accordance with the General Conditions and Department Standards, except as the General Conditions may be modified by the following additional City Standards, incorporated herein by this reference, if so indicated.

	COMMUNITY DESIGN GUIDELINES 311 Vernon Street, Roseville, CA 95678
X	SPECIFICATIONS FOR COMMERCIAL CONSTRUCTION (ELECTRIC) 2090 Hilltop Circle, Roseville, CA 95747
	PARKS CONSTRUCTION STANDARDS 316 Vernon Street, Suite 400, Roseville, CA 95678
X	DESIGN AND CONSTRUCTION STANDARDS 311 Vernon Street, Roseville, CA 95678
	OTHER

Above documents are available at: www.roseville.ca.us.

2. Numbering in these Supplemental Conditions conforms to that in the General Conditions. The existence of a section in these Supplemental Conditions means that the corresponding section in the General Conditions is modified in some respect. Unless otherwise specified, the modified General Condition is deleted entirely and the provisions of these Supplemental Conditions are substituted.

SECTION 1. DEFINITIONS AND TERMS

1-1.24 **DEPARTMENT.** Section 1-1.24 of the General Conditions is amended to include the following:

The Department for Contract Administration is the Electric Department of the City of Roseville.

SECTION 2. CONTROL AND SCOPE OF THE WORK

2-1.08 **SUBMITTALS.** Section 2-1.08 of the General Conditions is amended to include the following:

The time allowed for review of each submittal is 5 Days after receipt of the submittal by the Director.

SECTION 3. CHANGES IN THE WORK

There are no amendments to the General Conditions.

SECTION 4. CONTROL OF MATERIALS

There are no amendments to the General Conditions.

SECTION 5. LEGAL RELATIONS AND RESPONSIBILITY

5-1.14 **AIR POLLUTION CONTROL AND ASBESTOS.** Section 5-1.14 of the General Conditions is amended to include the following:

To the best of the City's knowledge, asbestos not present in the vicinity of the Project. Additional information shall be made available to Contractor upon request.

SECTION 6. PROSECUTION AND PROGRESS

6-1.04 **PROGRESS SCHEDULE.** Section 6-1.04F of the General Conditions is amended to include the following:

Progress schedules showing project completion dates more than 30 Days earlier than specified in Section 6-1.07 shall be rejected.

6-1.07 **TIME OF COMPLETION.** Section 6-1.07 of the General Conditions is amended to include the following:

The Contractor shall begin Work within 5 business days after receiving a Notice to Proceed and shall diligently prosecute the Work to completion. The Work shall be completed within 30 business days of the Notice to Proceed.

If landscaping plants require an establishment period, that period will be 60 calendar days. Start of the establishment should be as outlined in the Specifications.

6-1.08 **LIQUIDATED DAMAGES.** Section 6-1.08 of the General Conditions is amended to include the following:

The amount of Liquidated Damages is the sum of $500 per Day.

SECTION 7: ACCEPTANCE AND PAYMENT

There are no amendments to the General Conditions.

[END OF SUPPLEMENTAL CONDITIONS]

SPECIFICATION
Industrial 12kV Underground Conversion
CONSTRUCTION SPECIFICATION

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1. SCOPE OF WORK

1.1 This Specification covers the labor, supervision and materials required for the following projects:

1.1.1 This project consists of the following: installation of conduit by boring, installation of Pad Vaults and Pull Boxes.

1.2 Work Included: Contractor shall perform all labor, coordination, supervision, surveying, traffic control, inspection that is required to construct the needed items. All labor, material and associated construction costs are the responsibility of the Contractor unless specifically stated otherwise.

The principal components of the work include, but are not limited to the following:

1.2.1 Establish the reference and boundary lines.

1.2.2 Provide Traffic Control per the City of Roseville Design and Construction Standards.

1.2.3 Bore to install conduits as shown on the plans. Contractor to use Bore-Gard Conduit or approved equal.

1.2.4 Contractor to install City supplied Pull Boxes and Pad Vault per Roseville Electric Commercial Construction Standards. This work is to include all surveying, excavation and compaction.

1.2.5 Supply and implement necessary BMP's for erosion and sediment control.

1.3 This Specification shall be used together with the following:

1.3.1 Construction drawings listed in Section 3.

1.3.2 The Supplemental Conditions.

1.3.3 Roseville Electric Specifications for Commercial Construction.

1.3.4 City of Roseville Design and Construction Standards.

1.3.5 Other standard specifications.

1.3.6 General Conditions for Buildings and Grounds.

In case of any conflicts between the requirements stated above, the order of precedence shall be as follows:

A. Construction drawings listed in Section 3 (highest).

B. The Supplemental Conditions.

C. This Specification.

D. Other standard specifications.

E. General Conditions for Buildings and Grounds.

2. GENERAL PROVISIONS

2.1 Contractor shall examine the site and determine the amount, nature and difficulty of the proposed work. Contractor shall evaluate the requirements of the plans, specifications, bid package and existing conditions and bid accordingly. Contractor shall satisfy himself/herself of the soil conditions prior to bidding this project. The contract price shall be based on a lump sum basis.

2.2 If there is a doubt as to the true meaning of any part of the plans, specifications, or the contract documents or if discrepancies in or omissions from the drawings or specifications are found, a written request should be made to the City for interpretation. No payment will be made to the Contractor because of error, negligence or failure to become familiar with the existing conditions or requirements of the plans, specifications and bid package.

2.3 The safety of all materials and labor used in this project is left solely to the Contractor. Any loss due to weather, acts of God, vandalism, theft, poor workmanship, or any other loss is the responsibility of the Contractor and it is assumed to be part of this bid and bid price. City will not be responsible for the loss of any material and/or labor.

2.4 Appropriate tarps and covers shall be used to protect all open trenches, excavations and removed materials that are planned to be used for backfill from wind, rain and other weather conditions.

2.5 Underground Service Alert (USA) must be called before any digging is started. The phone number of USA is 1-800-642-2444. There are existing underground installations in the working area including electrical power cables installed by the City, water and sewer lines, gas and telephone facilities. The as-built drawings are available for inspection at the Electric Department. These drawings are not exact and the Contractor agrees to hold the City harmless for any errors that may be on the plans or for any damage that the Contractor may do to existing facilities due to the plans. Any damage to existing underground facilities including the electrical power cables or to the conduit system done by the Contractor is the complete responsibility of the Contractor. There are existing overhead conductors energized at 12,000 volts on and adjacent to this site.

2.6 Contractor shall coordinate and comply with the statutory requirements of all relevant authorities for the due and lawful prosecution of the work. The contractor shall be liable for all monetary fines assessed during construction due to non-compliance on the part of the contractor and subcontractors.

2.7 Unless otherwise approved by the Engineer, the normal working hours shall be limited to Monday through Friday, excluding City's holidays, between 7 a.m. and 3:30 p.m.

2.8 The following lists the items that will be furnished by the City: Pull Boxes and Pad Vaults

2.9 A mandatory prebid meeting will be held in accordance with meeting details posted on the Public Purchase website which will include an inspection of the project site.

2.11 **Prevailing Wages and DIR Registration Notice** - A portion of the services described herein are for publicly funded projects, considered "public works" as defined by California Labor Code Section 1720 et seq. Any Contractor awarded a contract as the result of this bid shall be responsible for compliance with all applicable prevailing wage laws, as well as any and all applicable state or federal wage laws, for services performed under any resulting contract. Fee schedules must differentiate hourly rates for public works and private development projects and be consistent with applicable prevailing wage requirements.

Provide documentation verifying that your firm and any sub-consulting firm is registered with the Department of Industrial Relations (DIR), including the Public Works Contractor (PWC) Registration Number for all firms. Consultants are hereby notified that this agreement and task agreements hereunder are, as applicable, subject to compliance monitoring and enforcement by DIR.

2.12 **Mitigation Monitoring and Reporting –**

Mitigation Measure CR-1 (Previously Unidentified Cultural Resources)

(a) Construction shall stop if potential cultural resources are encountered. It is possible that previous activities have obscured surface evidence of cultural resources. If signs of an archeological site, such as any unusual amounts of stone, bone, or shell, are uncovered during grading or other construction activities, work shall be halted within 100 feet of the find and the Roseville City Manager's Office shall be notified. A qualified archeologist shall be consulted for an on-site evaluation. If the site is or appears to be eligible for listing in state or federal registers, additional mitigation, such as further testing for evaluation or data recovery, may be necessary.

(b) In the event resources are discovered, the City shall request a qualified archaeologist assess the find and determine whether the resource requires further study. Any previously undiscovered resources found during construction should be recorded on appropriate Department of Parks and Recreation (DPR) 523 forms and evaluated for significance under all applicable regulatory criteria. No further grading shall occur in the area of the discovery until the City approves the measures to protect the resources. Any archaeological artifacts recovered as a

result of mitigation shall be donated to a qualified scientific institution approved by the Lead Agency where they would be afforded long-term preservation to allow future scientific study.

Mitigation Measure CR-2 (Previously Unidentified Paleontological Resources)

If substantial fossil remains (particularly vertebrate remains) are discovered during earth-disturbing 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.

Mitigation Measure CR-3 (Inadvertent Discovery of Human Remains)

If human remains are discovered during any phase of construction, including disarticulated or cremated remains, the construction contractor shall immediately cease all ground-disturbing activities within 100 feet of the remains and notify Terri Shirhall, Environmental Coordinator, City of Roseville Development Services.

In accordance with California State Health and Safety Code Section 7050.5, no further disturbance shall occur until the following steps have been completed:

(a) The County Coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code (PRC) § 5097.98.

(b) If the remains are determined by the County Coroner to be Native American, the NAHC shall be notified within 24 hours, and the guidelines of the NAHC shall be adhered to in the treatment and disposition of the remains. It is further recommended that a professional archaeologist with Native American burial experience conduct a field investigation of the specific site and consult with the Most Likely Descendant (MLD), if any, identified by the NAHC. As necessary and appropriate, a professional archaeologist may provide technical assistance to the MLD, including but not limited to, the excavation and removal of the human remains.

3. DRAWING LIST

Industrial 12kv Underground Conversion

4. EXISTING SITE CONDITIONS

4.1 Existing overhead electrical cables energized at 12,000 volts.

4.2 Existing underground communications and gas lines in the vicinity of project limits.

4.3 Project will require boring under the creek.

4.4 Existing vernal poles have been identified within the project limits. All construction activities shall not be within these areas.

4.5 Topographic Survey has not been conducted on the site.

5. CONSTRUCTION SURVEYING

5.1 The Contractor shall lay out all proposed improvements in accordance with the plans and these specifications.

5.2 The final placement of all proposed improvements shall be coordinated in the field with the designated Roseville Electric representative.

6. SITE PREPARATION AND GRADING

6.1 Contractor shall prepare the site in accordance with the drawings and these specifications. Site preparation shall include clearing of existing debris, grading and sub-grade preparation. All trench work must be inspected by Roseville Electric before backfilling.

6.2 Sub-grade preparation shall include areas that will receive crushed rock and aggregate base.

6.3 Clearing shall consist of removal of debris, vegetation, waste, or other unacceptable sub-grade material.

6.4 Grading shall include construction of embankment, cutting, shaping, blading, and rolling and all other operations necessary to achieve the proposed elevations, slope and compaction.

7. EARTHWORK AND COMPACTION

7.1 The soil compaction tests shall be performed by an independent testing laboratory approved by the Engineer. The laboratory shall be retained by the Contractor and all costs for laboratory services shall be paid by the Contractor.

8. EXCAVATION/INSTALLATION AND BACKFILL FOR TRENCHES AND CONDUITS

8.1 Excavation, backfill, and compaction for trenches and structures shall be in accordance with the drawings and these specifications

8.2 Conduit Installation by Horizontal Installation Method - The Contractor shall furnish and install the proposed conduit adjacent to the roadway and under the creek by Horizontal Directional Drilling (directional boring) construction methods. The

work includes, but not limited to, geotechnical investigations (potholing), excavations, dewatering, removal of material not required in the work, testing, cleaning, and incidentals as shown on the plans and these special provisions. The Contractor shall furnish all items necessary to perform the Horizontal Directional Drilling.

Install conduit to a minimum depth of 4 feet. If you must install a conduit less than 4 feet in depth or greater than 6 feet in depth, the installation must be authorized.

The diameter of the bore hole must be no larger than 1.5 times the outside diameter of the conduit. Water-based mineral slurry or wetting solution may be used to lubricate the boring tool and stabilize the soil surrounding the boring path.

Disposal of residue must comply with section 13-4.03D.

The horizontal directional drilling equipment must have directional control of the boring tool and have an electronic boring tool location detection system. During operation, the equipment must be able to determine the location of the tool both horizontally and vertically.

Do not use slurry cement backfill.

Use a mandrel to prove the conduit is free and clear of dirt, rocks, and other debris after installation.

8.3 All excavation shall be to the lines and grades required for foundations, conduits, grounding and other facilities. Excavation shall be large enough to allow form removal and working space to backfill and compact.

8.4 Backfill shall be free of organic matter, large rocks or any other deleterious material. Rocks or clods larger than 1-1/2 inches in diameter will not be allowed within 6 inches of any conduit or ground wire. All backfill will be subject to the approval of the Engineer. Backfill shall be watered and aerated to an optimum moisture content in successive lifts not to exceed six inches and compacted to relative density of 95 percent.

8.5 No backfill shall be made until the work to be covered has been approved by the Engineer. External back filling materials must be approved by the Engineer before use.

8.6 Contractor shall locate, protect, shore, brace, support, and maintain all existing underground pipes, conduits, drains, and other underground construction which may be uncovered or otherwise affected by the work.

8.7 Existing improvements and underground facilities have been plotted from the best information available. However, this information is not complete or accurate. There may be additional existing facilities. The utility information shown on the plans shall not relieve the Contractor of the responsibility of using caution and good judgment. It is the responsibility of the Contractor to ascertain the exact location of all existing facilities and

to avoid damaging them.

8.8 Existing improvements that are damaged shall be replaced to an original or better condition. All repair and restoration shall be to the satisfaction of the City of Roseville.

excavation and drilling near the cables location identified by the Electric Department as part of the USA requirements.

9. UNDERGROUND CABLE CONDUITS AND TRENCHES

9.1 Power conduits and couplings shall be minimum Schedule 40 PVC. The solvent used shall be in accordance with ASTM-2564 for PVC. All conduits shall be blown free of water and debris. Mule tape to be installed in each conduit per Roseville Electric Construction Standards.

9.2 All conduits shall be proven by a proving mandril equal to 80 percent of the conduit diameter. The proving tests shall be witnessed and approved by the Engineer or his representative.

10. EROSION AND SEDIMENT CONTROL

10.1 Contractor shall supply and implement all necessary Best Management Practices (BMP's) in order to control erosion and prevent sediment from entering the stormwater system.

10.2 Measures shall include but not limited to the following:

10.2.1 Geotextiles and mats.

10.2.2 Velocity dissipation devices.

10.2.3 Silt fence.

10.2.4 Sediment basin or trap.

10.2.5 Fiber rolls.

10.2.6 Street sweeping and vacuuming.

10.2.7 Sand bag or straw bale barrier.

10.2.8 Storm drain inlet protection.

10.2.9 Biofilter bags.

10.2.10 Wind erosion control by applying water suppressants.

10.2.11 Entrance/outlet tire wash or wash station for necessary equipment.

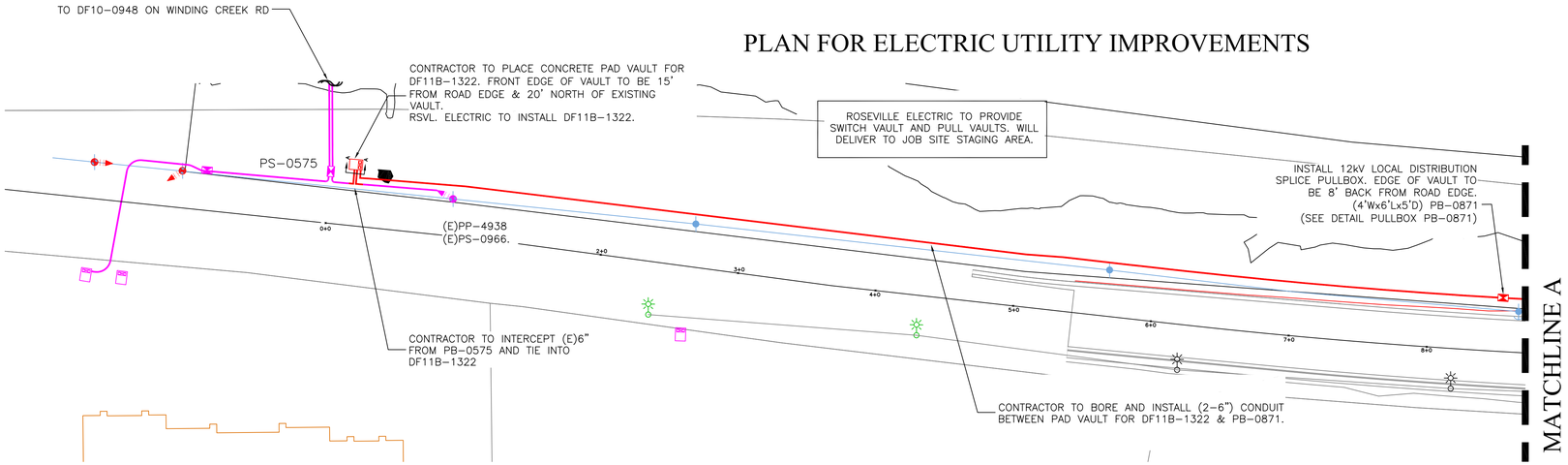
DRAWINGS

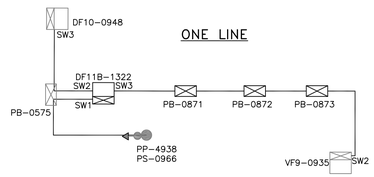
Project: Industrial 12kV Underground Conversion

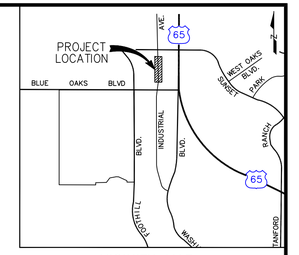
DRAW

Industrial 12kV Underground Conversion

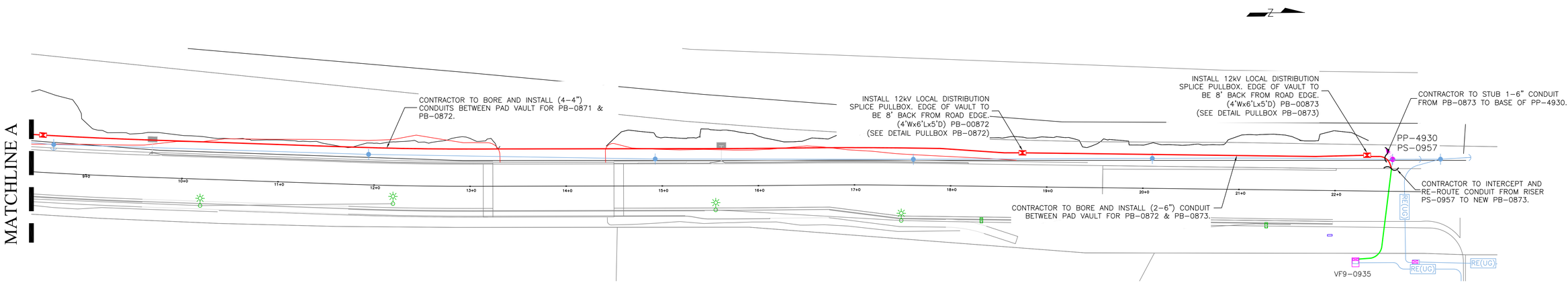
PLAN FOR ELECTRIC UTILITY IMPROVEMENTS

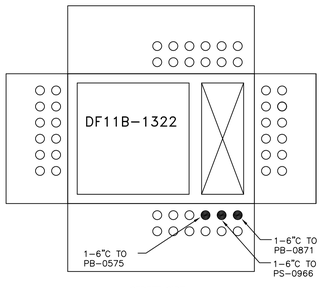




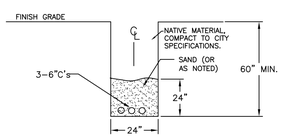


VICINITY MAP
N.T.S

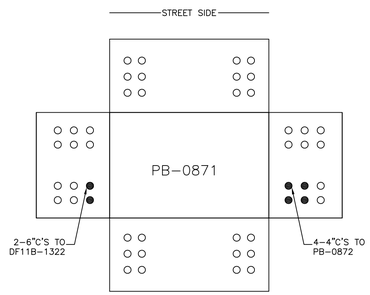




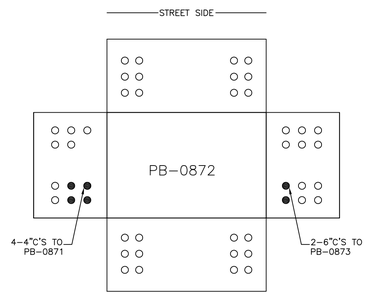
DETAIL PAD VAULT DF11B-1322
STA. 00+13, Industrial Av N.T.S.



TRENCH DETAIL A-A
N.T.S



DETAIL PULL BOX PB-0871
STA. 5+80, Industrial Av N.T.S.



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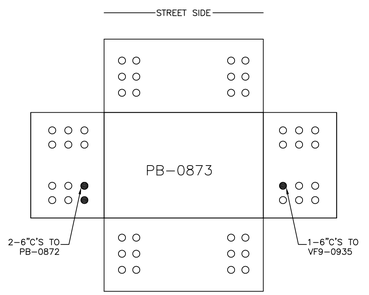


DETAIL PULL BOX PB-0873
STA. 22+33, Industrial Av N.T.S.

LEGEND:

- CONCRETE PAD VAULT
- 12kV MAINLINE SPLICE PULL BOX (4'WX6'-6"LX5'D)
- CONDUIT STUB, CAP AND PLACE "E.M.S." MARKER
- SEE CORRESPONDING TRENCH DETAIL
- 2-6"C'S W/3-#1100MCM AL. (OR AS NOTED)
- EXISTING CONDUIT (AS NOTED)

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.

USA NORTH 811 Call Before You Dig

CITY OF ROSEVILLE CALIFORNIA
ROSEVILLE ELECTRIC

Industrial 12kV Underground Conversion
TITLE

ENG. AK	APPR.	SCALE: 1"=50 '
DR. AK		DATE: 10/20/21

MAXIMO NO. 2266031
ACCOUNT NO. 6001-6587-84701-500174-01070
DRAWING NO. 510-0487
SHEET 1 OF 1

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.

COUNCIL COMMUNICATION

CC #: 1919
File #: 0800-04

Title:	Zero Emissions Bus Depot - Approval of Plans and Specifications and Authorization to Call for Bids
Contact:	Daniel Lierly 916-746-1300 delierly@roseville.ca.us

Meeting Date: 2/16/2022
Item #: 6.4.

RECOMMENDATION TO COUNCIL

Staff recommends City Council approve plans and specifications for the Zero Emissions Bus Depot Project and authorize staff to call for bids.

BACKGROUND

The Zero Emissions Bus Project is identified in the Roseville Transit Zero-Emission Business Plan (ZEB Plan) accepted by the City Council on May 20, 2020. The proposed depot is designed to accommodate the five electric buses approved for purchase by the City Council on August 4, 2021.

City staff investigated many sites within the City for the proposed Zero Emissions Bus Depot and City staff determined the Roseville Corporation Yard to be the best location. The proposed depot will replace the lawn area in the center of the City's corporation yard located at Hilltop Circle. The proposed depot will create thirty bus stalls, and the existing 45 light duty vehicle stalls will be replaced with seventy-two new light duty parking stalls. Nine of the bus stalls and five of the light duty parking stalls are planned to be electrified with this project. The remaining bus and light duty vehicle stalls will have the electrical infrastructure installed to allow for the future electrification of the remaining stalls as the need arises.

Construction of the Zero Emissions Bus Depot is anticipated to begin in late spring of 2022 and be completed in the fall of 2022.

FISCAL IMPACT

CONSTRUCTION OF PROJECT

The project cost is estimated to be $4,325,000 and is funded with $3,169,914 of Local Transportation Funds, $73,000 of Electric Funds, $365,512 of Low Carbon Transit Operations Program Grant, $140,125 from a Placer County Air Pollution Control District Grant, and $796,449

other local funds still to be determined. Once the actual construction costs are known, a budget adjustment will be recommended for approval at the time of Council award of the construction contract.

IMPACT OF MAINTENANCE COSTS FOR LANDSCAPING

This project includes landscaping modifications at the Roseville Corporation Yard that will require maintenance by the City. The estimated landscaping maintenance costs as a result of this project are expected to remain the same or decrease. Therefore no additional maintenance costs are anticipated to be budgeted.

ENVIRONMENTAL REVIEW

The proposed project involves minor alteration of an existing facility, an activity categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines Section 15301). The proposed project also involves construction and conversion of a limited number of small facilities, and is categorically exempt from CEQA as a Class 3 Exemption (State CEQA Guidelines Section 15303). The proposed project also involves minor alterations to the existing condition of the site, and 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.

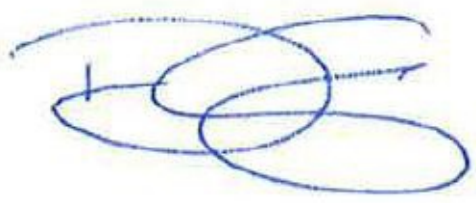
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world
Goal C - Maintain a safe and healthy community
Goal E - Deliver exceptional city services
Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Daniel Lierly, Assistant Engineer

Jason Shykowski, Public Works Director



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Exhibit A - Location Map

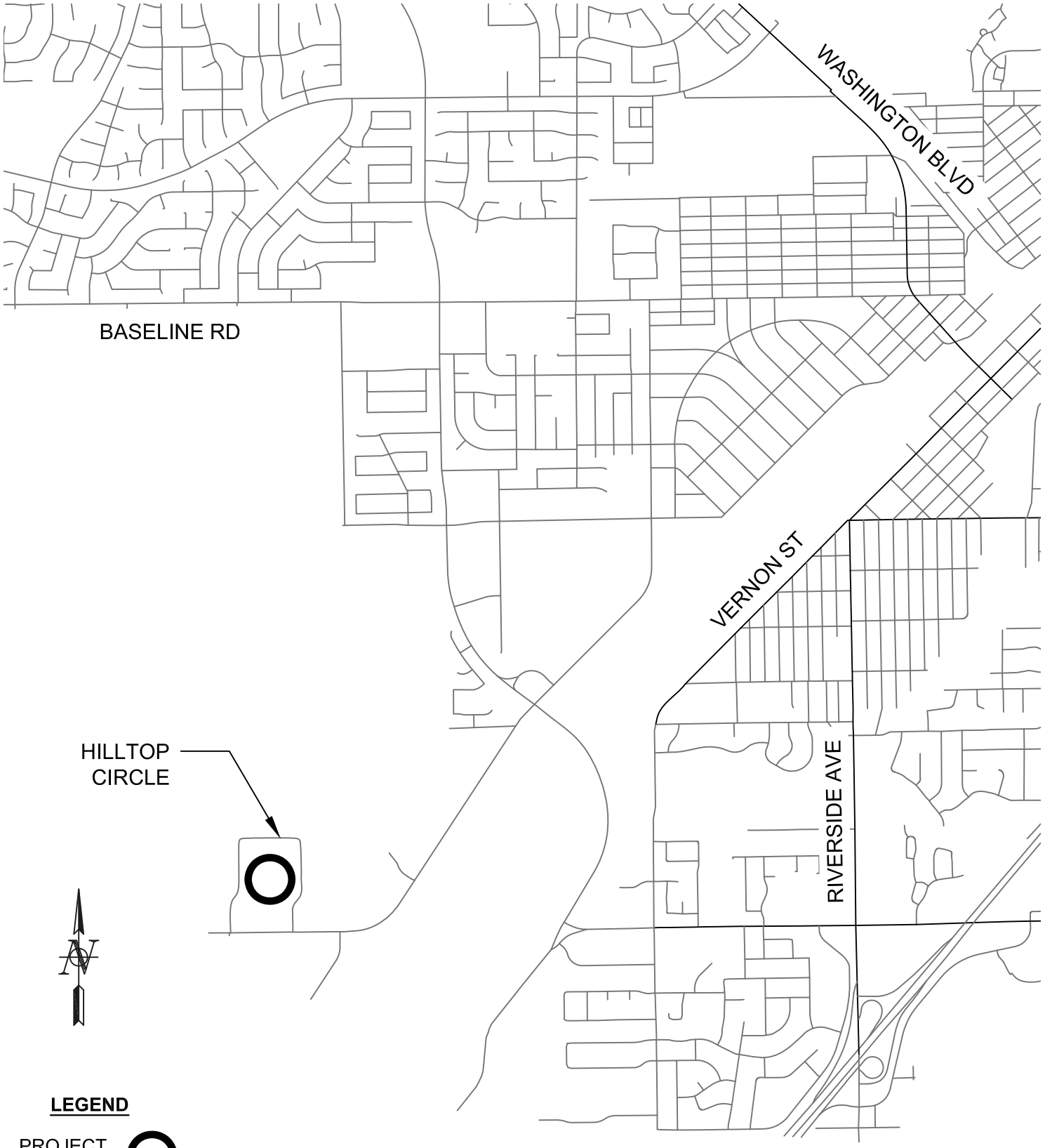
ZEB Depot Plans

ZEB Depot Project Manual

"EXHIBIT A"

ZERO EMISSIONS BUS DEPOT PROJECT

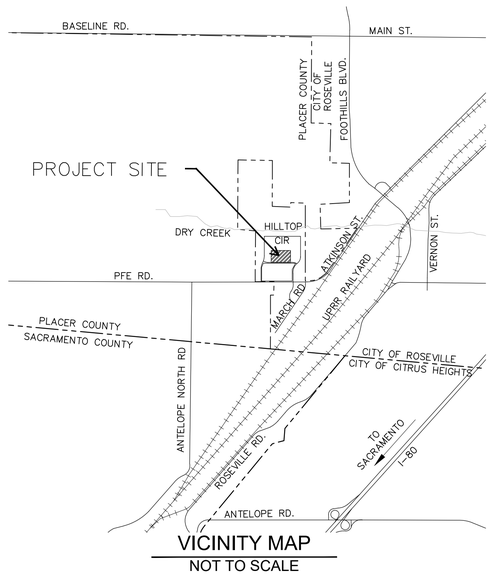
VICINITY MAP



CITY OF ROSEVILLE CORPORATION YARD
ZERO EMISSION BUS DEPOT PROJECT

CITY OF ROSEVILLE #400164

CITY PERMIT #
EN21-0770 / CWJ#190747.



VICINITY MAP
NOT TO SCALE

CITY OF ROSEVILLE
DEPARTMENT OF PUBLIC WORKS

APPROVAL RECOMMENDED BY:

Stefanie A. Kemen — Digitally signed by Stefanie A. Kemen Date: 2022.01.27 13:59:50 -08'00'

STEFANIE KEMEN, P.E.
ENGINEERING MANAGER – RCE 72653 — DATE

APPROVED BY:

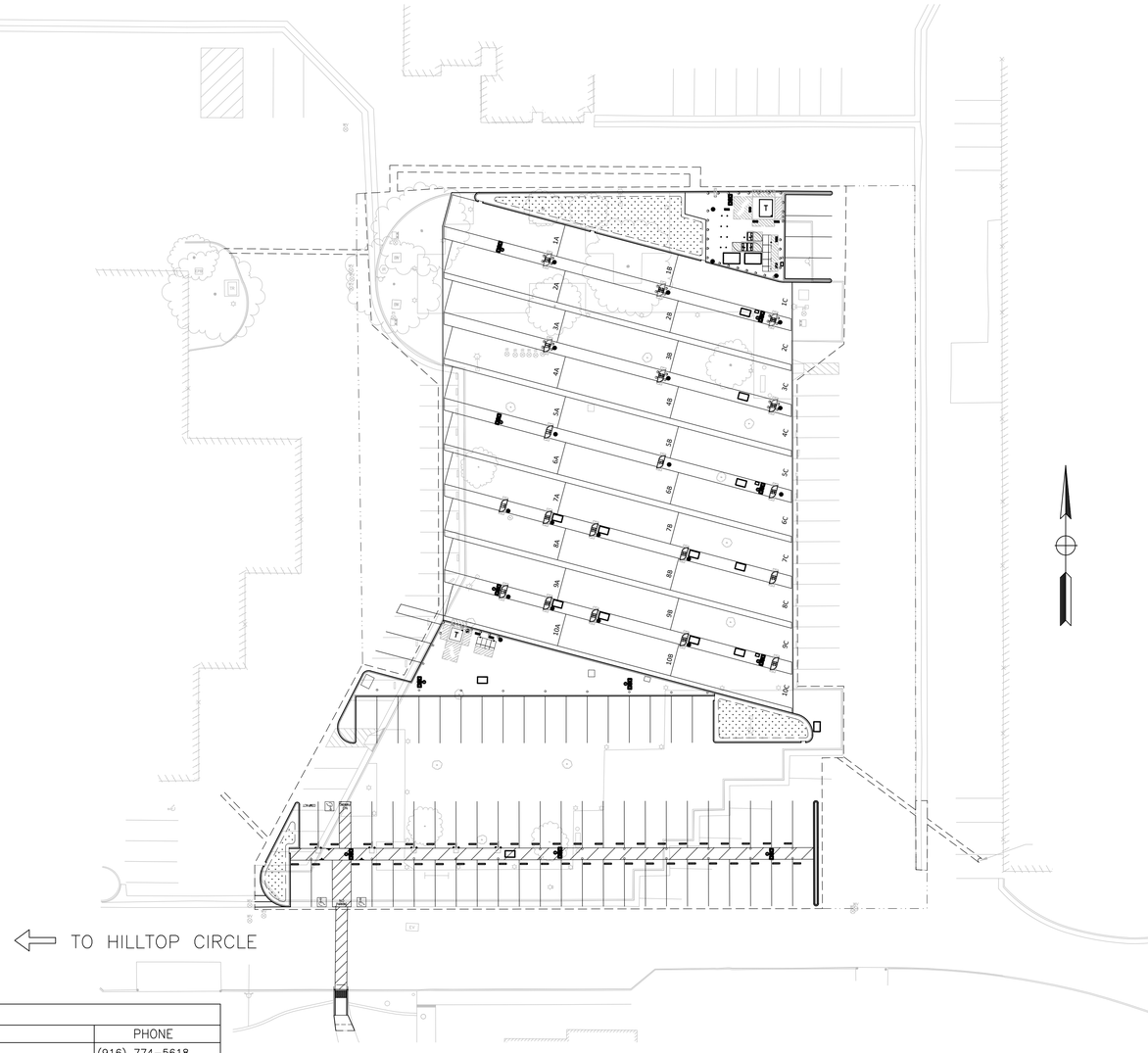
Jason Shykowski — Digitally signed by Jason Shykowski Date: 2022.01.27 14:03:37 -08'00'

JASON SHYKOWSKI, P.E.
PUBLIC WORKS DIRECTOR – RCE 058234 — DATE

SUBMITTED BY:

1/26/22

BRIAN G. WRIGHT, P.E.
RESPONSIBLE ENGINEER IN CHARGE – RCE C59331
PSOMAS — DATE



PROJECT LOCATION MAP
1" = 30'

UTILITY REPRESENTATIVES			
CONTACT	UTILITY	AGENCY	PHONE
JOEY MCKINNEY	ROSEVILLE ELECTRIC	CITY OF ROSEVILLE	(916) 774-5618
JASON RIZZI	ROSEVILLE FIRE DEPARTMENT	CITY OF ROSEVILLE	(916) 774-5823
SEAN BIGLEY	ENVIRONMENTAL UTILITIES, WATER	CITY OF ROSEVILLE	(916) 774-5750
DAN PRUDEN	ENVIRONMENTAL UTILITIES, SEWER	CITY OF ROSEVILLE	(916) 774-5750
JERRY DANKBAR	PUBLIC WORKS, DRAINAGE	CITY OF ROSEVILLE	(916) 746-5790
JOEL DE JONG	PARKS & RECREATION	CITY OF ROSEVILLE	(916) 223-7757
STEVE ABELIA/MARK DUBY	CABLE	COMCAST	(916) 830-6757
LARRY MONTGOMERY	CABLE & TELEPHONE	CONSOLIDATED COMMUNICATIONS	(916) 786-1217
KEVIN MYER	NATURAL GAS	PACIFIC GAS AND ELECTRIC	(916) 384-8092
ALEX SLABOSNITSKIY	TELECOMMUNICATIONS	WAVE BROADBAND	(916) 672-6853

SHEET INDEX:

No.	NAME	DESCRIPTION
1	T-1	TITLE SHEET
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4	D-1	DEMOLITION PLAN
5	L-1	SITE PLAN & SURVEY CONTROL
6-7	GP-1-2	GRADING PLAN
8-10	U-1-3	UTILITY PLAN
11	SM-1	STORMWATER CONTROL PLAN
12	EC-1	EROSION CONTROL PLAN
13-16	CD-1-4	CONSTRUCTION DETAILS
17	SC-1	STAGE CONSTRUCTION PLAN
18	FP-1	FIRE ACCESS PATH LAYOUT
19	SA-1	SITE ACCESSIBILITY PLAN
20-37	E0.01-E4.01	ELECTRICAL PLANS & DETAILS
38-44	L001-LI501	LANDSCAPE AND IRRIGATION PLANS
45-47	120-1556	ROSEVILLE ELECTRIC PLANS

LEGEND:

- SURVEY CONTROL POINT
- BOLLARD
- CLEANOUT
- ELECTRIC VAULT
- ELECTRIC PULL BOX
- FIRE DEPARTMENT CONNECTION
- FIRE HYDRANT
- TRANSFORMER
- IRRIGATION CONTROL VALVE
- IRRIGATION VALVE
- SITE LIGHT
- POST INDICATOR VALVE
- STORM DRAIN MANHOLE
- SIGN
- SEWER MANHOLE
- AREA DRAIN
- TREE SYMBOL
- TREE DRIP LINE
- WATER VALVE

GENERAL NOTES:

1. IN ACCORDANCE WITH THE CITY'S NOISE ORDINANCE, THE HOURS OF PROJECT CONSTRUCTION SHALL BE LIMITED TO THE FOLLOWING: 7:00 A.M. TO 7:00 P.M. (MONDAY THROUGH FRIDAY) 8:00 A.M. TO 8:00 P.M. (SATURDAY, SUNDAY, AND HOLIDAYS).
2. PRIOR TO THE COMMENCEMENT OF GRADING OPERATIONS, THE CONTRACTOR SHALL IDENTIFY THE SITE WHERE THE EXCESS/BORROW EARTHEN MATERIAL SHALL BE IMPORTED/DEPOSITED. IF THE BORROW/DEPOSIT SITE IS WITHIN THE CITY OF ROSEVILLE, THE CONTRACTOR SHALL PRODUCE A REPORT ISSUED BY A GEOTECHNICAL ENGINEER TO VERIFY THAT THE EXPORTED MATERIALS ARE SUITABLE FOR THE INTENDED FILL, AND SHALL SHOW PROOF OF ALL APPROVED GRADING PLANS. HAUL ROUTES TO BE USED SHALL BE SPECIFIED.
3. PRIOR TO COMMENCEMENT OF GRADING ACTIVITIES, THE CONTRACTOR SHALL HAVE THE EXISTING DRY UTILITIES POT HOLED FOR VERIFICATION OF LOCATION AND DEPTH. AT SUCH TIME, POT HOLE DATA SHALL BE PROVIDED TO THE ENGINEER FOR DETERMINATION OF ADEQUATE CLEARANCE AND SEPARATION.

APPLICABLE BUILDING DESIGN CODES :

1. 2019 CALIFORNIA ADMINISTRATIVE CODE (CAC)
2. 2019 CALIFORNIA BUILDING CODE (CBC)
3. 2019 CALIFORNIA GREEN BUILDING STANDARDS CODE (CGBSC)
4. 2019 CALIFORNIA ELECTRICAL CODE (CEC)
5. 2019 CALIFORNIA ENERGY CODE (CEC PART 6)
6. 2019 CALIFORNIA FIRE CODE

CBC SECTION 1705 - SPECIAL INSPECTION AND TESTING NOTES :

1. SPECIAL INSPECTIONS SHALL ADHERE TO THE FOLLOWING CBC REQUIREMENTS:
   1. PLACEMENT OF CONCRETE REINFORCEMENT. CBC 1705.3
   2. CONCRETE PLACEMENT AND STRENGTH TESTING. CBC 1705.3

CGBSC 5.408 - WASTE MANAGEMENT PLAN REQUIREMENTS :

1. PURSUANT TO CGBSC SECTION 5.408, CONTRACTOR TO PROVIDE A WASTE MANAGEMENT PLAN VIA EMAIL TO SCST@Roseville.ca.us OR BY FAX TO 916-774-5798 PRIOR TO ISSUANCE OF PERMIT. THE CONTRACTOR SHALL CALL 916-774-5780 IF SEEKING ASSISTANCE OR CLARITY IN PREPARING THE WASTE MANAGEMENT PLAN.

T-1

REVISIONS

NO.	DESCRIPTION	DATE	BY

BENCH MARK — ELEV. SEE NOTES

THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.

FIELD BOOK

SCALE
HORIZ. _____
VERT. _____

CITY# 400164

CITY OF ROSEVILLE CALIFORNIA

PSOMAS
1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: MEGAN BUCHE — DATE 9/2021
CHECKED BY: BRIAN WRIGHT — DATE 9/2021
DRAWN BY: CHARUNI KURUMBALAPITIYA — DATE 9/2021

REGISTERED PROFESSIONAL ENGINEER — BRIAN G. WRIGHT — C59331 — Exp. 6-30-23 — CIVIL — STATE OF CALIFORNIA

CITY OF ROSEVILLE CORPORATION YARD
ZERO EMISSION BUS DEPOT PROJECT
TITLE SHEET

SHEET 1 — OF — 47

Xrefs: ZEBD-C-BORDER(Zero Emission Bus Depot-38)V-TPC-HilltopBusDepot(ZEBD-C-TOPO-ADDITIONS(ZEBD-C-SITE images: cropped COR black logo.tif

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FIRE DEPARTMENT NOTES (CONTINUED):

14. PORTABLE FIRE EXTINGUISHERS SHALL BE INSTALLED IN OCCUPANCIES AND LOCATIONS AS SET FORTH IN THE CALIFORNIA FIRE CODE AND AS REQUIRED BY THE CHIEF. PROVIDE A MINIMUM OF ONE (1) PORTABLE FIRE EXTINGUISHER WITHIN EACH TENANT SPACE. THE MAXIMUM TRAVEL DISTANCE TO THE FIRE EXTINGUISHER SHALL NOT EXCEED 75–FEET. THE MINIMUM RATING CLASSIFICATION FOR THE EXTINGUISHER SHALL BE NOT LESS THAN 2A–10B:C. THE MAXIMUM TRAVEL DISTANCE FROM ANY POINT IN A LIGHT HAZARD AREA OF CLASS A HAZARDS SHALL NOT BE MORE THAN 75 FEET FROM A CLASS 2A–10B:C. FIRE EXTINGUISHER AND ONE EXTINGUISHER SHALL BE PROVIDED FOR EACH 6,000 SQUARE FEET. THE MAXIMUM TRAVEL DISTANCE FROM ANY POINT IN AN ORDINARY HAZARD OF CLASS A HAZARDS AREA SHALL NOT BE MORE THAN 75 FEET AND ONE EXTINGUISHER SHALL BE PROVIDED FOR EACH 3,000 SQUARE FEET. THE MAXIMUM TRAVEL DISTANCE TO CLASS B EXTINGUISHERS IS EITHER 30 FEET OR 50 FEET DEPENDING UPON THE SIZE OF THE EXTINGUISHER AND THE CLASSIFICATION OF THE HAZARD. REFER TO UFC STANDARD NO. 10–1 FOR COMPLETE REQUIREMENTS. ALL PORTABLE FIRE EXTINGUISHERS SHALL HAVE A SERVICE TAG AFFIXED TO THEM SHOWING THAT THE EXTINGUISHER HAS BEEN SERVICED BY A CALIFORNIA STATE LICENSED FIRE EXTINGUISHER CONCERN. ALL FIRE EXTINGUISHERS SHALL BE ATTACHED TO A BRACKET OR WITHIN AN APPROVED CABINET. MAXIMUM DISTANCE FROM THE FLOOR SHALL NOT EXCEED 54–INCHES. SIGNAGE SHALL BE POSTED ABOVE THE EXTINGUISHER AND SHALL READ FIRE EXTINGUISHER.

15. THE REQUIRED MINIMUM FIRE FLOW FOR THE PROTECTION OF THE PROPOSED PROJECT IS ____ GALLONS PER MINUTE WITH 20 POUNDS PER SQUARE INCH RESIDUAL WATER PRESSURE REMAINING IN THE SYSTEM. A CHANGE IN ANY OF THE CONDITIONS MAY INCREASE THE REQUIRED FIRE FLOW.

16. ALL UNDERGROUND FIRE LINE SHALL BE HYDRAULICALLY PRESSURED AT 200 PSI FOR TWO–HOURS PER THE NFPA STANDARD FOR UNDERGROUND FIRE WATER LINE. AN INSPECTION SHALL BE REQUIRED TO WITNESS THE TEST WITH A SUBSEQUENT INSPECTION AFTER THE TWO–HOUR DURATION HAS EXPIRED.

17. TEMPORARY USE OF ON–SITE GENERATORS WITH OVER 60 GALLONS OF DIESEL FUEL SHALL REQUIRE A FIRE DEPARTMENT PERMIT AND MUST MEET THE REQUIREMENTS OF THE CHAPTER 6.95 OF THE HEALTH AND SAFETY CODE, THE ROSEVILLE FIRE DEPARTMENT AND THE NATIONAL FIRE CODES. CONTACT THE FIRE DEPARTMENT AT 916–774–5800 TO INITIATE THE PERMIT APPLICATION.

18. SECTION 10.6.2 OF NFPA 24 HAS BEEN AMENDED NOT TO ALLOW MECHANICAL JOINTS UNDER BUILDINGS. SEE CHAPTER 80 OF THE CALIFORNIA FIRE CODE, PAGE 519. PROVIDE DETAIL OF THE PROPOSED RISER AND UNDERGROUND DETAIL TO THE PAD.

19. CIVIL IMPROVEMENT PLANS SHALL BE RESUBMITTED IF IT HAS BEEN DETERMINED BY THE APPLICANT THAT AN ON–SITE FIRE PUMP WILL BE REQUIRED AS THE RESULT OF SUPPLYING 100 PSI RESIDUAL PRESSURE AT THE STANDPIPE ROOF OUTLET ACCORDANCE WITH NFPA 14, STANDARD FOR THE INSTALLATION OF STANDPIPE AND HOSE SYSTEMS.

20. THE SUBMITTED PRIVATE UNDERGROUND FIRE LINE SHALL BE REVIEWED AND APPROVED BY THE ENVIRONMENTAL UTILITIES DEPARTMENT (EUD) IN CONJUNCTION WITH THE FIRE DEPARTMENT (RFD) PRIOR TO REQUESTING FOR THE REQUIRED INSPECTION FROM THE RFD. THE FIRE SPRINKLER PLANS WILL NOT BE APPROVED BY THE RFD UNTIL THE UNDERGROUND SERVICE LATERAL HAS BEEN INSPECTED AND ACCEPTED BY THE RFD.

21. ALL PROPOSED BURIED BOLTS SHALL BE COATED WITH A LISTED PRODUCT SUCH AS CHRISTY'S HD–50.

22. ACCORDING TO NFPA 13, 6.3.1.1.1, THE UNDERGROUND FIRE LINE CANNOT EXTEND INTO THE BUILDING FURTHER THAN 24 INCHES.

23. AN 18 AWG MINIMUM GAUGE TRACER WIRE SHALL BE INSTALLED ALONG ALL NON–METALLIC UNDERGROUND PIPING IN ACCORDANCE WITH SECTION 604 OF THE CALIFORNIA PLUMBING CODE. NOTATIONS SHALL BE MADE ON THE RESUBMITTAL.

24. FIRE DEPARTMENT CONNECTION(S) SHALL BE WITHIN 2–FEET OF BACK OF CURB OR BACK OF WALKWAY, AND SHALL REMAIN UNOBSTRUCTED AT ALL TIMES.

25. ALL FIRE DEPARTMENT CONNECTIONS SHALL BE LABELED WITH THE APPROPRIATE ADDRESS.

26. MECHANICAL JOINTS SHALL BE INSTALLED AT AREAS NOTED PER THE EBBA THRUST RESTRAINT DESIGN PROGRAM SPECIFICATIONS.

27. CONDUITS SHALL BE INSTALL AND AVAILABLE FOR FUTURE MONITORING OF ALL FIRE PROTECTION DEVICES.

28. ALL WORK SHALL BE INSPECTED BY THE FIRE DEPARTMENT PRIOR TO INSTALLING GROUND MATERIALS.

29. TO SCHEDULE A FIRE DEPARTMENT INSPECTION FOR ANY ON–SITE WORK, FOLLOW THE DIRECTIONS USING THE CITY OF ROSEVILLE CITIZEN PORTAL AT PERMITSONLINE.ROSEVILLE.CA.US.

GRADING NOTES:

1. GRADING SHALL CONFORM TO APPENDIX CHAPTER 33 UBC, LATEST EDITION, AND TO THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEERING REPORT BY CRAWFORD & ASSOCIATES, INC.

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 CITY INSPECTOR. 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. ALL REAR LOT CORNER ELEVATIONS SHALL BE EQUAL TO OR GREATER THAN THE HIGHEST ADJACENT PAD GRADE UNLESS SPECIFICALLY SHOWN ON THESE PLANS AND APPROVED BY ENGINEERING DIVISION.

4. 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.

5. TARPAULINS OR OTHER EFFECTIVE COVERS SHALL BE USED ON ALL STOCKPILED EARTH MATERIAL AND ON HAUL TRUCKS TO MINIMIZE DUST.

6. THE CITY SHALL HAVE THE AUTHORITY TO STOP ALL GRADING OPERATIONS, IF, IN OPINION OF CITY STAFF, INADEQUATE DUST CONTROL MEASURES ARE BEING PRACTICED OR EXCESSIVE WIND CONDITIONS CONTRIBUTE TO FUGITIVE DUST EMISSIONS.

7. 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.

8. 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 REQUIRMENTS.

9. CONSTRUCTION SHALL STOP IF CULTURAL RESOURCES ARE SUSPECTED. IT IS POSSIBLE THAT PREVIOUS ACTIVITIES HAVE OBSCURED SURFACE EVIDENCE OF CULTURAL RESOURCES. IF SIGNS OF AN ARCHEOLOGICAL SITE, SUCH AS ANY UNUSUAL AMOUNTS OF STONE, BONE, OR SHELL, ARE UNCOVERED DURING GRADING OR OTHER CONSTRUCTION ACTIVITIES, WORK SHALL BE HALTED WITHIN 100 FEET OF THE FIND AND THE ROSEVILLE COMMUNITY DEVELOPMENT DEPARTMENT SHALL BE NOTIFIED. A QUALIFIED ARCHEOLOGIST SHALL BE CONSULTED FOR AN ON–SITE EVALUATION. THE ARCHEOLOGIST MAY REQUIRE ADDITIONAL MITIGATION.

10. SHOULD GRADING OPERATIONS UNCOVER HAZARDOUS MATERIALS, OR WHAT APPEARS TO BE HAZARDOUS MATERIALS, THE FIRE DEPARTMENT SHALL BE CONTACTED IMMEDIATELY AT (916) 774–5820. THE AREA, WHICH CONTAINS THE HAZARDOUS MATERIALS, SHALL BE MARKED OFF UNTIL AN INVESTIGATION BY A MEMBER OF THE FIRE DEPARTMENT IS CONDUCTED.

11. THE CONTRACTOR/DEVELOPER IS EXPECTED TO COMPLY WITH THE FUGITIVE DUST CONTROL REQUIREMENTS FROM THE PLACER COUNTY AIR POLLUTION CONTROL DISTRICT: WWW.PLACER.CA.GOV/APCD

12. CONTAMINATED SOIL – DEVELOPER AGREES TO PROPERLY ADHERE TO ALL THEN 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 OR 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.

SURVEY CONTROL NOTES:

1. THE PURPOSE OF THIS SURVEY IS TO MAP EXISTING TOPOGRAPHY AND PLANIMETRICS AT BUS DEPOT OFF OF HILLTOP CIRCLE. AS SPECIFIED BY PSOMAS TRANSPORTATION DEPARTMENT FOR THE ZERO EMISSION BUS DEPOT PROJECT

2. THE TOPOGRAPHY SHOWN HEREIN IS BASED ON A GROUND SURVEY COMPLETED JANUARY 15,2021.

3. UTILITIES SHOWN HEREON HAVE BEEN LOCATED AND DRAWN BASED ON VISIBLE SURFACE EVIDENCE ONLY, AND MUS TBE VERIFIED PRIOR TO CONSTRUCTION. THIS DOES NOT CONSTITUTE OF A UTILITY SURVEY.

4. THIS DOES NOT CONSTITUTE OF A TREE SURVEY, TREES AND DRIPLINES SHOWN HEREON HAVE BEEN LOCATED BASED ON VISIBLE SURFACE EVIDENCE ONLY. TREE SPECIES AND SIZES HAVE NOT BEEN VERIFIED BY A CERTIFIED ARBORIST.

STRIPING NOTES:

1. CONTRACTOR SHALL REMOVE ALL EXISTING NON–CONFORMING STRIPING (BY GRINDING) AND PAVEMENT MARKERS AND ALL EXISTING STRIPING THAT CONFLICTS WITH THE PROPOSED STRIPING. REMOVAL SHALL INCLUDE ALL TEMPORARY TRAFFIC STRIPES AND MARKINGS.

2. ALL PERMANENT PAINTED TRAFFIC STRIPES, ARROWS, AND PAVEMENT MARKINGS SHALL BE CONSTRUCTED WITH THERMOPLASTIC MATERIAL TO THE SPECIFICATIONS SET FORTH IN CHAPTER 3 OF THE LATEST EDITION OF THE CALIFORNIA MUTCD. NON–REFLECTIVE PAVEMENT MARKERS SHALL CONSIST OF CERAMIC MARKERS ONLY CONFORMING TO CHAPTER 3 OF THE LATEST EDITION OF THE CALIFORNIA MUTCD. THERMOPLASTIC MATERIAL SHALL BE APPLIED ONLY WHEN THE PAVEMENT SURFACE TEMPERATURE IS ABOVE 60 DEGREES FAHRENHEIT.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING ALL CONSTRUCTION SIGNING AND STRIPING AS REQUIRED BY THE MUTCD AND MUTCD CALIFORNIA SUPPLEMENT TO DELINEATE CONSTRUCTION HAZARDS AT HIS/HER EXPENSE.

TREE PRESERVATION NOTES:

1. GRADING AROUND TREES TO BE LIMITED TO OUTSIDE THE DRIPLINE. ANY TREE WELL GRADED SHOULD BE DRAINED TO SOME OUTFALL OR SWALE.

2. THE FOLLOWING CONDITIONS SHALL APPLY TO ENSURE THE PRESERVATION OF TREES:

   2.1. EACH TREE OR GROUP OF TREES TO BE SAVED SHALL BE FENCED BY A CHAIN–LINK FENCE OR TEMPORARY FENCE DESIGNATED IN THE SPECIFICATION PRIOR TO ANY GRADING OR MOVEMENT OF HEAVY EQUIPMENT OR ISSUANCE OF ANY PERMITS.
   2.2. FENCING SHALL BE LOCATED ONE FOOT (1') OUTSIDE THE DRIPLINE OF THE TREE OR TREES.
   2.3. SIGNS SHALL BE POSTED ON ALL SIDES OF SAID FENCES STATING:

   WARNING:
   THIS FENCE SHALL NOT BE REMOVED
   OR RELOCATED WITHOUT WRITTEN
   AUTHORIZATION FROM THE
   PLANING DEPARTMENT

3. THE GRADING PLAN FOR THE PROJECT HAS BEEN DESIGNED FOR NO GRADING TO OCCUR WITHIN THE DRIPLINE OF ANY OAK TREE UNLESS SPECIFICALLY APPROVED BY PLANNING DEPARTMENT AND SHOWN ON THESE PLANS. NO GRADES SHALL BE MODIFIED WITHOUT THE APPROVAL OF THE CIVIL ENGINEER AND THE CITY OF ROSEVILLE.

4. NO TRENCHING SHALL OCCUR BENEATH THE DRIPLINE OF ANY OAK TREE TO BE SAVED UNLESS STATED ON THESE PLANS "TRENCHING UNDER THIS TREE IS APPROVED".

5. PARKING OF VEHICLES AND EQUIPMENT OR STORAGE OF MATERIALS UNDER THE DRIPLINE OF TREES SHALL NOT OCCUR AT ANY TIME.

ABBREVIATIONS:

AB	AGGREGATE BASE
AS	AGGREGATE SUBBASE
AP	ANGLE POINT
AC	ASPHALT CONCRETE
BOW	BACK OF WALK
BOT	BOTTOM
BFP	BACKFLOW PREVENTER
CTSPD	CALTRANS STANDARD PLAN DETAIL
CIP	CAST IN PLACE
CLF	CHAIN LINK FENCE
CMP	CORRUGATED METAL PIPE
C&G	CURB & GUTTER
C, G & SW	CURB, GUTTER AND SIDEWALK
DDCV	DOUBLE DETECTOR CHECK VALVE
DIA	DIAMETER
DWT	DETECTABLE WARNING SURFACE
DBL	DOUBLE
EAS	EASEMENT
ES	EDGE OF SHOULDER
EC	END HORIZONTAL CURVE
EVCS	ELECTRIC VEHICLE CHARGING STATION
EP	EDGE OF PAVEMENT
EL	ELEVATION
(E)	EXISTING
FDC	FIRE DEPARTMENT CONNECTION
FH	FIRE HYDRANT
FL	FLOWLINE
FS	FINISHED SURFACE
GB	GRADE BREAK
ASPH	EXISTING ASPHALT CONCRETE
GTD	GRADE TO DRAIN
GR	GRATE
HP	HIGH POINT
HMA	HOT MIX ASPHALT
INV	INVERT
ISA	INTERNATIONAL SYMBOL OF ACCESSIBILITY
LT	LEFT
LP	LOW POINT
ME	MATCH EXISTING
PCC	PORTLAND CEMENT CONCRETE
OG	ORIGINAL GROUND
PP	POWER POLE
PG	PROPOSED GRADE
PIV	POST INDICATOR VALVE
R/W	RIGHT OF WAY
RW	RETAINING WALL
SED	SEE ELECTRICAL DRAWING
STA	STATION
STD	STANDARD
SWPPP	STORM WATER POLLUTION PREVENTION PLAN
RT	RIGHT
TOC	TOP OF CONCRETE
TOP	TOP OF PAVEMENT
VC	VERTICAL CURVE

G-2

REVISIONS

NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. SEE NOTES

THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.

FIELD BOOK

SCALE
HORIZ. _____
VERT. _____

CITY# 400164

CITY OF ROSEVILLE CALIFORNIA

PSOMAS
1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788–8122

DESIGNED BY: MEGAN BUCHE DATE 9/2021
CHECKED BY: BRIAN WRIGHT DATE 9/2021
DRAWN BY: CHARUNI KURUMBALAPITIYA DATE 9/2021

REGISTERED PROFESSIONAL ENGINEER
BRIAN G. WRIGHT
No. C59331
Exp. 6–30–23
CIVIL
STATE OF CALIFORNIA

CITY OF ROSEVILLE CORPORATION YARD
ZERO EMISSION BUS DEPOT PROJECT
GENERAL NOTES AND ABBREVIATIONS

SHEET 3 — OF — 47

Xrefs: ZEBD–C–BORDER
Images: cropped_COR_black_logo.tif

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STANDARD GENERAL NOTES:

1. ALL CONSTRUCTION SHALL CONFORM TO THESE PLANS, THE CITY OF ROSEVILLE STANDARD SPECIFICATIONS (LATEST EDITION), THE CITY OF ROSEVILLE DESIGN AND CONSTRUCTION STANDARDS.
2. THE CITY OF ROSEVILLE IS A MEMBER OF THE UNDERGROUND SERVICE ALERT (U.S.A.) ONE-CALL SYSTEM. THE CONTRACTORS OR ANY SUBCONTRACTOR FOR THIS CONTRACT SHALL NOTIFY THE U.S.A. CENTER 48 HOURS IN ADVANCE OF PERFORMING ANY EXCAVATION WORK BY CALLING 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 SHALL EXPOSE AND VERIFY LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION OF THE NEW IMPROVEMENTS CONNECTING TO OR IN THE VICINITY OF THE IMPROVEMENTS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING MONUMENTS AND OTHER SURVEY MARKERS WITHIN THE CONSTRUCTION ZONE.
6. THE CONTRACTOR SHALL PLACE BOXED SURVEY MONUMENTS WITH 1-1/2" BRONZE HEAD SET IN CONCRETE (STD. DWG. ST-36) AT LOCATIONS TO BE DETERMINED BY THE ENGINEER.
7. AC SURFACE SHALL BE CUT TO A NEAT, STRAIGHT LINE PARALLEL OR PERPENDICULAR WITH THE STREET CENTERLINE AND THE EXPOSED EDGE SHALL BE TACKED WITH EMULSION PRIOR TO PAVING. THE EXPOSED BASE MATERIAL SHALL BE GRADED, RE-COMPACTED, AND RESEALED PRIOR TO PAVING.
8. ANY EXISTING CONCRETE SURFACE TO BE REMOVED SHALL BE SAW CUT TO A NEAT, STRAIGHT LINE.
9. THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN THAT SHALL BE ACCEPTED BY THE ENGINEERING DIVISION OF PUBLIC WORKS BEFORE START OF WORK IN RIGHT-OF-WAY AND SHALL BE IN ACCORDANCE WITH CALIFORNIA MUTCD LATEST EDITION. 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 DEVELOPMENT SERVICES CONSTRUCTION INSPECTOR 72 HOURS IN ADVANCE OF SETTING UP THIS CLOSURE.
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 AC
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 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 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 CAL/OSHA 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. 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.
16. 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.
17. WHERE COMBINATIONS OF SIDEWALK OR CURB AND GUTTER ARE POURED 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.
18. THE TYPES, LOCATIONS AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THESE IMPROVEMENT PLANS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. 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.
19. UTILITIES LOCATIONS ARE TAKEN FROM CITY AS-BUILT DRAWINGS AND FIELD REVIEWS. LOCATIONS OF THE GROUND FEATURES (MH, VALVES, ETC.) ARE APPROXIMATE AND SHOULD BE FIELD VERIFIED BY THE CONTRACTOR.
20. ALL PUBLICLY MAINTAINED STORM DRAIN ON PRIVATE PROPERTY SHALL BE A MINIMUM OF 12 INCHES IN DIAMETER AND SHALL BE RCP CL IV, UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.

GENERAL NOTES:

1. 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 SOLE NEGLIGENCE OF ENGINEER.
2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL PERMITS NECESSARY TO PERFORM THE WORK SHOWN ON THESE PLANS FROM THE APPROPRIATE AGENCIES. REFER TO THE SPECIAL PROVISIONS FOR PERMITS NEEDED.
3. 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.
4. IF ARCHEOLOGICAL MATERIALS ARE UNCOVERED DURING GRADING, TRENCHING OR OTHER EXCAVATION, EARTHWORK WITHIN 100 FEET OF THESE MATERIALS SHALL BE STOPPED IN ACCORDANCE WITH SECTION 21-2E OF THE CITY OF ROSEVILLE CONSTRUCTION STANDARDS 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.

AIR QUALITY NOTES:

1. CONSTRUCTION EQUIPMENT EXHAUST EMISSIONS SHALL NOT EXCEED PLACER COUNTY APCD RULE 202 VISIBLE EMISSION LIMITATIONS. OPERATORS OF VEHICLES AND EQUIPMENT FOUND TO EXCEED OPACITY LIMITS ARE TO BE IMMEDIATELY NOTIFIED BY APCD TO CEASE OPERATIONS AND THE EQUIPMENT MUST BE REPAIRED WITHIN 72 HOURS. (BASED ON APCD RULE 202)
2. THE CONTRACTOR SHALL SUSPEND ALL GRADING OPERATIONS WHEN FUGITIVE DUST EXCEEDS PLACER COUNTY APCD RULE 228 (FUGITIVE DUST) LIMITATIONS. THE PRIME CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING AN INDIVIDUAL WHO IS CARB-CERTIFIED TO PERFORM VISIBLE EMISSIONS EVALUATIONS (VEE). THIS INDIVIDUAL SHALL EVALUATE COMPLIANCE WITH RULE 228 ON A WEEKLY BASIS. IT IS TO BE NOTED THAT FUGITIVE DUST IS NOT TO EXCEED 40% OPACITY AND NOT GO BEYOND THE PROPERTY BOUNDARY AT ANY TIME. LIME OR OTHER DRYING AGENTS UTILIZED TO DRY OUT WET GRADING AREAS SHALL NOT EXCEED PLACER COUNTY APCD RULE 228 FUGITIVE DUST LIMITATIONS. OPERATORS OF VEHICLES AND EQUIPMENT FOUND TO EXCEED OPACITY LIMITS WILL BE NOTIFIED BY APCD AND THE EQUIPMENT MUST BE REPAIRED WITHIN 72 HOURS. ALL PROJECTS IN EXCESS OF 5 ACRES SHALL HAVE AN APPROVED DUST CONTROL PLAN FROM THE PLACER COUNTY AIR POLLUTION CONTROL DISTRICT. (BASED ON APCD RULE 228)
3. DURING CONSTRUCTION, TRAFFIC SPEEDS ON ALL UNPAVED SURFACES SHALL BE LIMITED TO 15 MILES PER HOUR OR LESS. (BASED ON APCD RULE 228 / SECTION 401.2)
4. DURING CONSTRUCTION, NO OPEN BURNING OF REMOVED VEGETATION SHALL BE ALLOWED UNLESS PERMITTED BY THE PCAPCD. ALL REMOVED VEGETATIVE MATERIAL SHALL BE EITHER CHIPPED ON SITE OR TAKEN TO AN APPROPRIATE RECYCLING SITE, OR IF A SITE IS NOT AVAILABLE, A LICENSED DISPOSAL SITE. (BASED ON APCD RULE 310)
5. A PERSON SHALL NOT DISCHARGE INTO THE ATMOSPHERE VOLATILE ORGANIC COMPOUNDS (VOC'S) CAUSED BY THE USE OR MANUFACTURE OF CUTBACK OR EMULSIFIED ASPHALTS FOR PAVING, ROAD CONSTRUCTION OR ROAD MAINTENANCE, UNLESS SUCH MANUFACTURE OR USE COMPLIES WITH THE PROVISIONS RULE 217. (BASED ON APCD RULE 217).
6. PROCESSES THAT DISCHARGE 2 POUNDS PER DAY OR MORE OF AIR CONTAMINANTS, AS DEFINED BY HEALTH AND SAFETY CODE SECTION 39013, TO THE ATMOSPHERE MAY REQUIRE A PERMIT. PERMITS MAY BE REQUIRED FOR BOTH CONSTRUCTION AND OPERATION. DEVELOPERS/CONTRACTORS SHOULD CONTACT THE DISTRICT PRIOR TO CONSTRUCTION AND OBTAIN ANY NECESSARY PERMITS PRIOR TO THE ISSUANCE OF A BUILDING PERMIT. (BASED ON THE CALIFORNIA HEALTH & SAFETY CODE SECTION 39013)

DATUMS:

1. THE HORIZONTAL DATUM FOR THIS PROJECT IS THE NORTH AMERICAN DATUM OF 1983 (2011.00 EPOCH), CALIFORNIA STATE PLANE ZONE 2. THE VERTICAL DATUM IS THE NORTH AMERICAN VERTICAL DATUM OF 1955. THE HORIZONTAL AND VERTICAL DATUMS WERE ESTABLISHED FROM GPS OBSERVATIONS USING UNCALIBRATED REAL TIME NETWORK (RTN) METHODOLOGY. RTN DATA SUPPLIED BY CALIFORNIA SURVEY & DRAFTING SUPPLY USING THEIR VIRTUAL SURVEY NETWORK (VSN) SUBSCRIPTION SERVICE.

EROSION AND SEDIMENT CONTROL NOTES:

1. 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.
2. A COPY OF THE SWPPP SHALL BE KEPT AND AVAILABLE AT THE PROJECT SITE AT ALL TIMES.
3. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED AS SPECIFIED IN THE SWPPP AND/OR AS DIRECTED BY CITY INSPECTOR.
4. 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.
5. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED IN ACCORDANCE WITH THE SWPPP.
6. THE CONTRACTOR SHALL ESTABLISH A SPECIFIC SITE WITHIN THE DEVELOPMENT FOR MAINTENANCE AND STORAGE OF EQUIPMENT OR ANY OTHER ACTIVITY THAT MAY ADVERSELY CONTRIBUTE TO THE QUALITY OF THE RUNOFF IN ACCORDANCE WITH THE SWPPP.

FIRE DEPARTMENT NOTES:

1. AN APPROVED PROJECT SIGN SHALL BE PLACED AT VEHICLE ACCESS POINTS INTO THE PROJECT DURING CONSTRUCTION TO ASSIST EMERGENCY RESPONDERS. THE SIGN SHALL IDENTIFY THE ADDRESS, AS APPROVED BY THE CITY OF ROSEVILLE. SUCH SIGNS SHALL BE CLEARLY VISIBLE AND LEGIBLE FROM THE STREET FRONTING THE PROJECT.
2. PRIOR TO COMBUSTIBLE MATERIALS BEING BROUGHT TO THE SITE, FIRE APPARATUS ACCESS ROADS SHALL BE PROVIDED TO WITHIN 150 FEET OF ALL STRUCTURES AND COMBUSTIBLE STORAGE PILES. FIRE APPARATUS ACCESS ROADS SHALL BE FULLY PAVED AND SHALL BE DESIGNED TO SUPPORT THE IMPOSED WEIGHT OF A FIRE APPARATUS (34 TONS GVW), UNLESS PRIOR APPROVAL IS OBTAINED FROM THE FIRE DEPARTMENT FOR TEMPORARY ACCESS ROADS. ACCESS ROADS SHALL BE PROVIDED WITH A MINIMUM 20-FOOT ROADWAY WIDTH AND 13 FOOT 6 INCH VERTICAL CLEARANCE.
3. PRIOR TO COMBUSTIBLE MATERIALS BEING BROUGHT TO THE SITE, ANY REQUIRED ON-SITE FIRE HYDRANTS SHALL BE COMPLETED AND ACCEPTED BY THE ROSEVILLE FIRE DEPARTMENT.
4. CONSTRUCTION MATERIAL AND VEHICLES SHALL NOT OBSTRUCT FIRE APPARATUS ACCESS TO FIRE APPARATUS ROADS, FIRE HYDRANTS OR THE BUILDING.
5. BARRICADES SHALL BE PROVIDED TO PROTECT ANY NATURAL GAS METER, FIRE HYDRANT, FIRE DEPARTMENT CONTROL DEVICE, OR OTHER POSSIBLE PERTINENT EQUIPMENT OR DEVICES THAT MAY BE SUBJECT TO VEHICULAR DAMAGE.
6. PROVIDE AND MAINTAIN A MINIMUM 3-FOOT CLEAR SPACE AROUND FIRE PROTECTION EQUIPMENT
7. THE BURNING OF COMBUSTIBLE CONSTRUCTION MATERIALS AND TRASH IS PROHIBITED.
8. 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 (1) 20B:C PORTABLE FIRE EXTINGUISHER SHALL BE LOCATED WITHIN 30 FEET OF THE KETTLE, AND ON THE ROOF DURING ASPHALT COATING OPERATIONS.
9. DRYWALL 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 TO ON AN HOURLY BASIS.
10. CUTTING AND WELDING OPERATIONS SHALL CONFORM TO THE HOT WORK PROVISIONS OF CHAPTER 35 OF THE 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.
11. 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 AT (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 SITE REMEDIATION IS REQUIRED.
12. FIRE SAFETY DURING CONSTRUCTION SHALL COMPLY WITH CHAPTER 33 OF THE CALIFORNIA FIRE CODE.
13. ADEQUATE RADIO COVERAGE SHALL BE PROVIDED WITHIN BUILDINGS FOR PUBLIC SAFETY AGENCIES, AS REQUIRED BY FIRE CODE.

G-1

REVISIONS NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. SEE NOTES

THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.

FIELD BOOK

SCALE
HORIZ. _____
VERT. _____

CITY# 400164

CITY OF ROSEVILLE CALIFORNIA

PSOMAS
1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: MEGAN BUCHE DATE 9/2021
CHECKED BY: BRIAN WRIGHT DATE 9/2021
DRAWN BY: CHARUNI KURUMBALAPITIYA DATE 9/2021

REGISTERED PROFESSIONAL ENGINEER — BRIAN G. WRIGHT — No. C59331 — Exp. 6-30-23 — CIVIL — STATE OF CALIFORNIA

CITY OF ROSEVILLE CORPORATION YARD
ZERO EMISSION BUS DEPOT PROJECT
GENERAL NOTES AND ABBREVIATIONS

SHEET 2 — OF — 47

Xrefs: ZEBD-C-BORDER
Images: cropped COR black logo.tif

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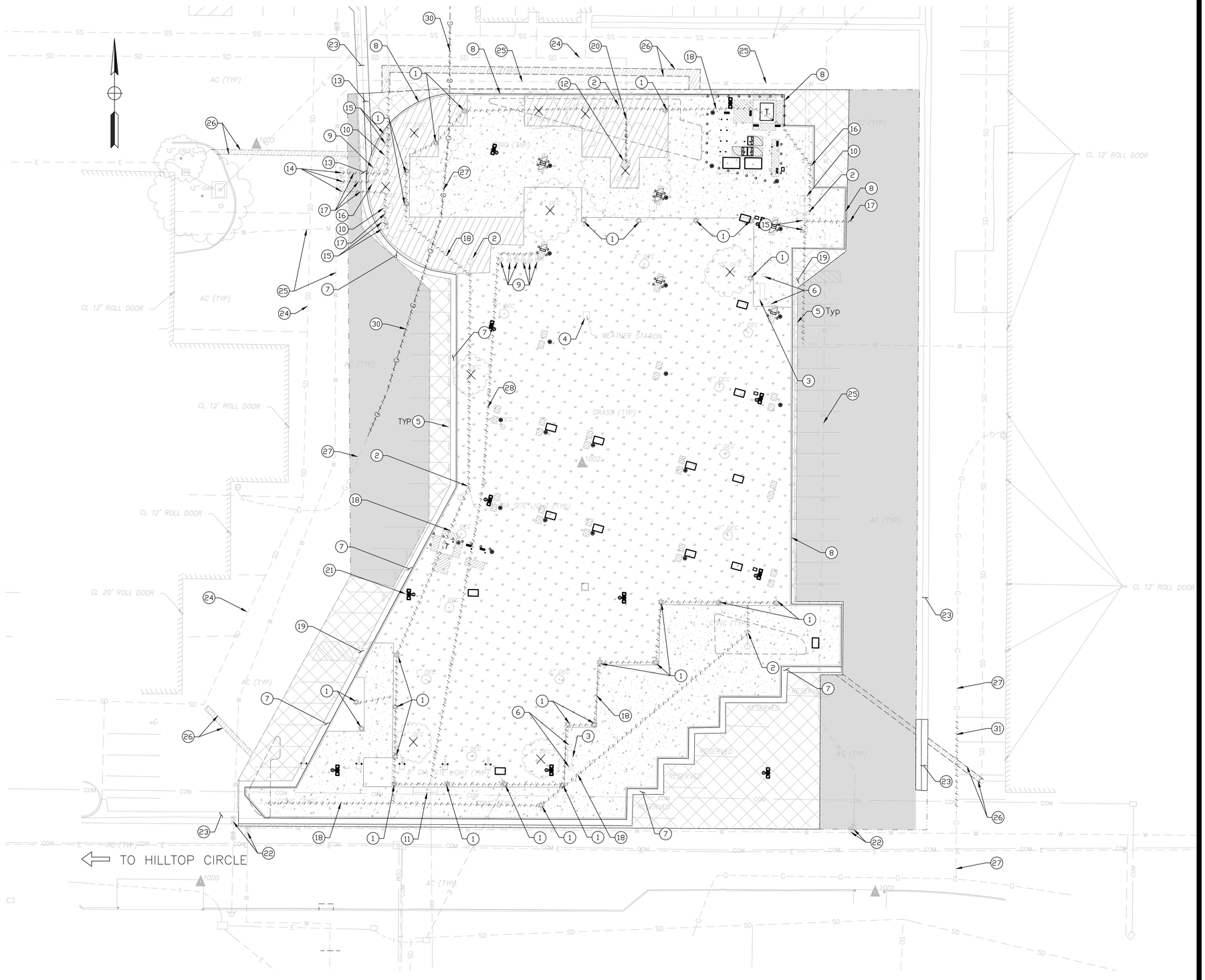

LEGEND:

- SAWCUT
- LIMITS OF AC GRIND
- REMOVE CONCRETE SIDEWALK
- ROADWAY EXCAVATION UTILITY TRENCH
- REMOVE LANDSCAPING AND IRRIGATION (GRASSY KNOLL)
- REMOVE LANDSCAPING AND IRRIGATION (PLANTER)
- AC GRIND FOR OVERLAY
- ROADWAY EXCAVATION
- X REMOVE TREE (4" DIAMETER AND GREATER) REMOVAL OF ALL MITIGATION TREES TO BE COORDINATED WITH THE CITY PARKS DEPARTMENT

(1) REMOVE PEDESTAL WALKWAY LIGHT
(2) REMOVE PARKING LOT LIGHT
(3) REMOVE & SALVAGE WOODEN BENCH
(4) REMOVE & SALVAGE WEATHER STATION
(5) RELOCATE WHEEL STOP TO LIGHT DUTY PARKING LOT (30 TOTAL)
(6) REMOVE & SALVAGE ASH RECEPTACLE (4 TOTAL)
(7) REMOVE PCC C&G
(8) REMOVE PCC CURB
(9) REMOVE IRRIGATION VALVE
(10) REMOVE FIRE PROTECTION WATER BFP AND METER (TOTAL 3 EA)
(11) REMOVE & SALVAGE BIKE RACK
(12) REMOVE AREA DRAIN
(13) REMOVE VALLEY GUTTER
(14) REMOVE WATER VALVE
(15) REMOVE PIV & FDC
(16) RELOCATE FH (SEE UTILITY PLAN)
(17) REMOVE 8" WATER PIPE
(18) REMOVE ELECTRICAL CONDUIT
(19) REMOVE CURB RAMP (TOTAL 2 EA)
(20) REMOVE 8" STORM DRAIN (TOTAL 103 LF)
(21) REMOVE SIGN AND POST
(22) PROTECT EXISTING WATER STRUCTURE
(23) PROTECT EXISTING VALLEY GUTTER
(24) PROTECT EXISTING STORM DRAIN
(25) PROTECT EXISTING WATER PIPE
(26) SAWCUT LIMITS OF UTILITY TRENCH
(27) PROTECT GAS LINE IN PLACE. PORTIONS OF GAS LINE TO BE RELOCATED BY PG&E.
(28) REMOVE EXISTING IRRIGATION FACILITY
(29) RELOCATE EXISTING WATER PIPE
(30) PG&E TO REMOVE AND PLACE NEW GAS SERVICE LINE IN TRENCH EXCAVATED AND BACKFILLED BY CONTRACTOR. REMOVE AND RE-ROUTE EXISTING GAS PIPE. SEE UTILITY PLAN
(31) PG&E TO MODIFY GAS SERVICE LINE IN TRENCH EXCAVATED AND BACKFILLED BY CONTRACTOR TO AVOID CONFLICT WITH PROPOSED STORM DRAIN PIPE.

NOTE:

1. WHERE ELECTRICAL AND IRRIGATION FACILITIES ARE TO BE REMOVED, CAP ELECTRICAL AND IRRIGATION AT SOURCE.
2. CONTRACTOR TO COORDINATE WITH PG&E AND OWNER FOR GAS LINE RELOCATION.

D-1

REVISIONS

NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. SEE NOTES

THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.

FIELD BOOK

SCALE
HORIZ. 1"=20'
VERT. ____

CITY# 400164

CITY OF ROSEVILLE CALIFORNIA

PSOMAS
1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: MEGAN BUCHE DATE 9/2021
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CIVIL
STATE OF CALIFORNIA

CITY OF ROSEVILLE CORPORATION YARD
ZERO EMISSION BUS DEPOT PROJECT
DEMOLITION PLAN

SHEET 4 — OF — 47

Xrefs: ZEBD-C-BORDER\ZEBD-C-SITE\V-TPO-HilltopBusDepot_DEMO\ZEBD-X-UTIL\ZEBD-C-TOPO-ADDITIONS_DEMO\ZEBD-C-UTIL
Images: cropped COR black logo.tif

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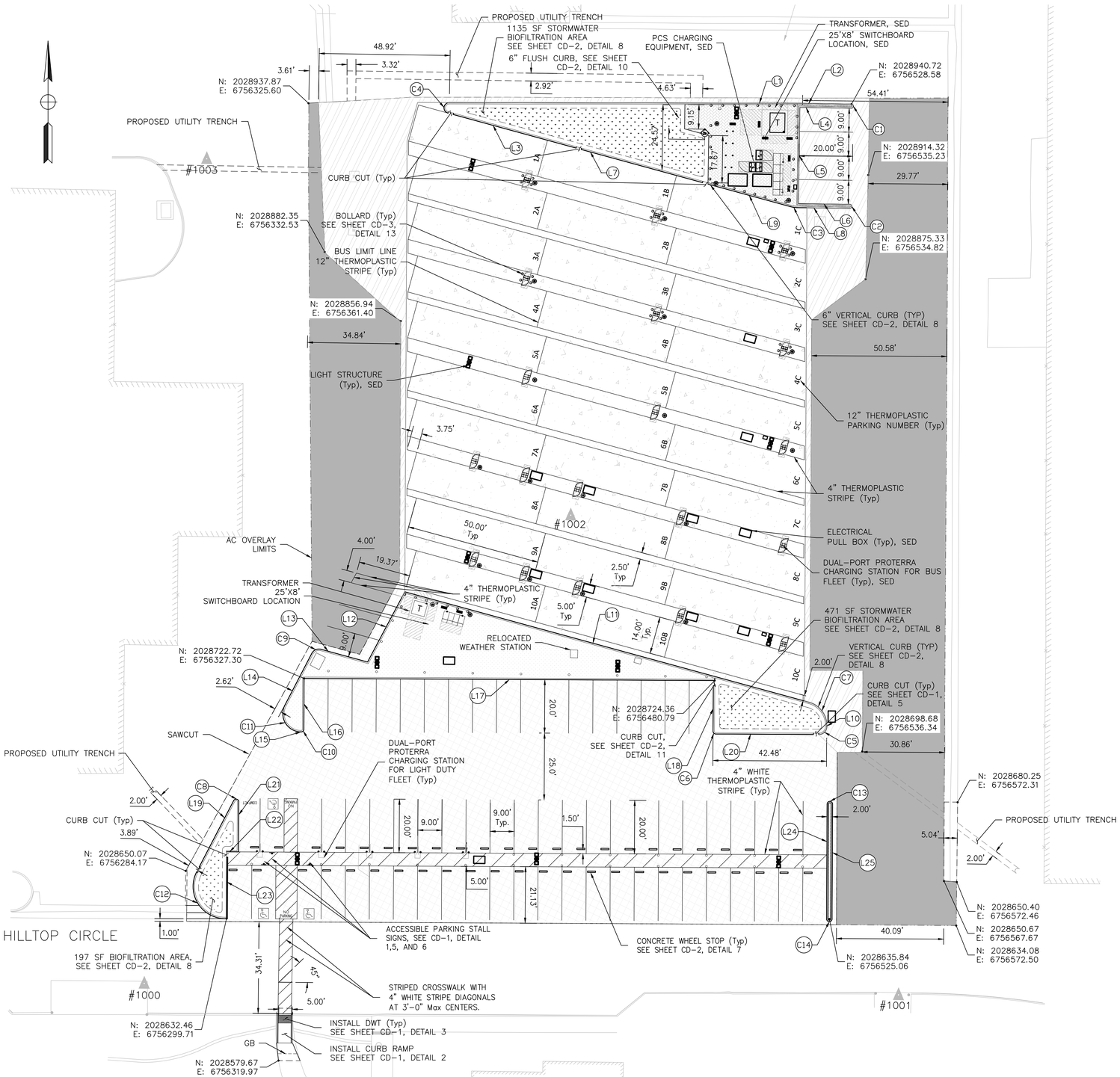


NOTES:

1. SEE SHEET CD-1, DETAIL 1 FOR STRIPING AND SIGNING INFORMATION AT ADA AND VAN ACCESSIBLE PARKING STALLS AND CROSSWALK AT LIGHT DUTY PARKING LOT
2. CONCRETE SHALL HAVE THICKENED EDGE WHERE ADJACENT TO ASPHALT OR LANDSCAPE

SURFACE LEGEND:

- BIOFILTRATION AREA FOOTPRINT
- 0.15' COLD PLANE AC
  0.15'-0.33' HMA (TYPE A)
- 0.5' JPCP
  0.5' CLASS 2 AB
- MEDIAN LANDSCAPING
- FULL DEPTH RECONSTRUCTION (HMA/AB OR PCC-JPCP/AB)

BUS BAYS:

- 0.88' JPCP
  0.50 CLASS 2 AB

  OR

  0.65' HMA (TYPE A)
  1.30 CLASS 2 AB

LIGHT DUTY PARKING LOT:

- 0.25' HMA (TYPE A)
  0.5' CLASS 2 AB

CONTROL TABLE:

POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
1000	2028607.73	6756269.33	140.26	CUT X CONC
1001	2028607.85	6756551.34	138.42	CUT X CONC
1002	2028785.34	6756426.03	142.19	1/2" REBAR W/ PSO CAP
1003	2028916.53	6756287.88	137.82	MAG NAIL W/ PSO WASHER

LINE DATA TABLE

LINE NO.	LENGTH	DIRECTION
L1	131.02	N89° 14' 11.79"E
L2	19.25	N90° 00' 00.00"E
L3	47.65	N75° 36' 11.44"W
L4	19.25	N90° 00' 00.00"W
L5	36.00	S00° 00' 00.00"E
L6	19.25	N90° 00' 00.00"E
L7	46.99	N75° 36' 11.44"W
L8	19.68	N90° 00' 00.00"W
L9	31.97	N75° 36' 11.44"W
L10	0.33	N00° 31' 40.02"W
L11	156.67	N75° 36' 11.44"W
L12	29.72	S27° 03' 30.48"W
L13	18.03	N75° 36' 11.44"W
L14	21.57	S26° 32' 18.36"W
L15	0.18	N89° 23' 48.56"E
L16	19.00	N00° 36' 11.44"W
L17	153.50	N89° 23' 48.56"E
L18	17.00	S00° 36' 11.44"E
L19	27.98	N26° 33' 23.40"E
L20	36.50	N89° 23' 48.56"E
L21	18.71	S00° 36' 11.44"E

LINE DATA TABLE

LINE NO.	LENGTH	DIRECTION
L22	4.31	S89° 23' 48.56"W
L23	22.99	S00° 31' 40.02"E
L24	42.98	N00° 38' 17.83"W
L25	42.98	S00° 38' 17.83"E

CURVE DATA TABLE

No.	LENGTH	RADIUS	TANGENT	DELTA
C1	2.36'	0.75'	INFINITY'	180° 00' 00"
C2	2.36'	0.75'	INFINITY'	180° 00' 00"
C3	2.51'	10.00'	1.26'	014° 23' 49"
C4	5.76'	2.00'	15.19'	165° 00' 00"
C5	4.71'	3.00'	3.00'	089° 55' 29"
C6	1.57'	1.00'	1.00'	090° 00' 13"
C7	11.79'	9.00'	6.92'	075° 04' 31"
C8	2.67'	1.00'	4.14'	152° 50' 25"
C9	4.08'	3.00'	2.42'	077° 51' 30"
C10	1.57'	1.00'	1.00'	090° 00' 00"
C11	14.14'	6.82'	11.54'	118° 52' 22"
C12	24.54'	12.00'	19.64'	117° 09' 35"
C13	3.14'	1.00'	INFINITY'	180° 00' 00"
C14	3.14'	1.00'	INFINITY'	180° 00' 00"

PARKING STALL COUNT	
BUS TRANSIT SPACES	30
BUS CHARGING DISPENSERS	15
EXISTING LIGHT DUTY SPACES	45
LIGHT DUTY SPACES TO REMAIN	3
NEW LIGHT DUTY SPACES	65
NON-EV LIGHT DUTY SPACES	0
LIGHT DUTY EV SPACES	72
LIGHT DUTY EV DISPENSERS	25
TOTAL LIGHT DUTY SPACES	72

ACCESSIBLE STALL COUNT	
ACCESSIBLE STALLS WITH EVCS	1
REGULAR ACCESSIBLE STALLS	2
VAN ACCESSIBLE STALLS	1
TOTAL ACCESSIBLE STALLS	3

L-1

REVISIONS

NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. SEE NOTES

THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.

FIELD BOOK

SCALE
HORIZ. 1"=20'
VERT. ____

CITY# 400164

CITY OF ROSEVILLE CALIFORNIA

PSOMAS
1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122
DESIGNED BY: MEGAN BUCHE DATE 9/2021
CHECKED BY: BRIAN WRIGHT DATE 9/2021
DRAWN BY: CHARUNI KURUMBALAPITIYA DATE 9/2021

REGISTERED PROFESSIONAL ENGINEER
BRIAN G. WRIGHT
No. C59331
Exp. 6-30-23
CIVIL
STATE OF CALIFORNIA

CITY OF ROSEVILLE CORPORATION YARD
ZERO EMISSION BUS DEPOT PROJECT
SITE PLAN AND SURVEY CONTROL

SHEET 5 OF 47

Xrefs: ZEBD-C-BORDER(ZEBD-C-TOPO-ADDITIONS)V-TPO-HilltopBusDepot_DEMO(ZEBD-C-SITE images: cropped COR black logo.tif

Plotted: 12/20/2021 12:40:31. | Drawing: \\pprod.psomas.corp\panzuraprojects\ros_projects\6ROS013305\TRANSP\DESIGN\ROAD\SHEETS\05-ZEBD-SITE-PLAN.dwg | Layout: L-1 | By: Charuni.Kurumbalapit

MATCHLINE SEE GP-2

AC OVERLY LIMITS

FS 139.60
FL 139.59
TOC 140.09
Pad EL 140.40
EL 140.30
EL 140.30
FS 140.19
EL 140.00
EL 140.00
FS 140.37
FL 140.00
TOC 140.50
FS 140.00
FL 140.14
TOC 140.64
FS 140.19
FL 140.16
TOC 140.66
FL 140.23
TOC 140.73
FL 140.26
TOC 140.76
FL 140.47
TOC 138.97
FL 140.50
TOC 141.00
FS 138.79
FS 138.36
FS 137.70
FS 137.60
FS 137.65
FS 136.81±
MATCH (E)
FS 137.87
FS 137.71
FS 137.37
FS 136.86±
MATCH (E)
FL 138.18
TOC 138.68
FL 138.17
TOC 138.67
FL 138.20
TOC 138.70
FL 137.75
TOC 138.25
BOT 137.06
FL 137.67
TOC 138.17
FL 138.42
TOC 138.92
FL 138.41
TOC 138.91
FL 137.77
TOC 138.27
FL 137.73
TOC 138.23
FS 137.54
FS 137.49
FS 136.96±
MATCH (E)
FS 137.65
FS 140.49±
MATCH (E)
FS 140.49±
MATCH (E)
FL 140.11
TOC 140.61
FL 140.12
TOC 140.62
FL 139.92
TOC 140.42
FS 140.09±
MATCH (E)
COMPACT
NO PARKING
FL 137.92
TOC 138.42
FL 137.87
TOC 138.37
FS 137.89
FS 137.04±
MATCH (E)
FS 137.06
FS 137.09±
MATCH (E)
FS 137.07
FS 137.08
FS 140.08±
MATCH (E)
FL 139.98
TOC 140.48
FS 140.07
FL 139.87
TOC 140.37
FL 139.86
TOC 140.36
FL 139.93
TOC 140.43
FS 140.25
FS 140.07
FS 140.47
FS 139.86
FS 140.70
FS 140.46
FS 140.26
FS 139.65
FS 139.01
FS 138.36
FS 138.43
FS 138.25
FS 137.49±
MATCH (E)
FS 137.11±
MATCH (E)
FS 137.23
FS 137.42±
MATCH (E)
BOT139.25
FS 139.96±
MATCH (E)
FS 139.90±
MATCH (E)
FL 139.83
TOC 140.37
FL 138.56
TOC 139.06
FL 138.50
TOC 139.00
FS 137.25±
MATCH (E)
LIP 139.90
FL 139.79
FL 140.04
TOC 140.54
FS 140.30
FS 140.31
FS 140.32±
MATCH (E)
FS 140.38
FS 140.36
FS 140.37±
MATCH (E)
FS 140.68±
MATCH (E)
FS 140.97±
MATCH (E)
FS 140.85±
MATCH (E)
FS 140.73±
MATCH (E)
FS 140.52±
MATCH (E)
FS 139.79±
MATCH (E)
FS 139.15±
MATCH (E)
FS 138.49±
MATCH (E)
FS 137.56±
MATCH (E)
SAWCUT
FS 139.89±
MATCH (E)
FS 139.90±
MATCH (E)
NO PARKING
TO HILLTOP CIRCLE
1000
#1001
OG 140.88±
MATCH (E)
FS 140.93
TOC 141.43
OG 140.96±
MATCH (E)
FS 140.99
TOC 141.49
FS 140.93±
TOC 141.43
FS 141.00±
TOC 141.49
FS 141.81
TOC 141.81
FS 141.90
TOC 141.90
FG 141.86
FS 141.96
FG 141.98±
MATCH (E)
FS 142.10±
MATCH (E)

GP-1

REVISIONS NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. SEE NOTES

THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.

FIELD BOOK

SCALE
HORIZ. 1"=20'
VERT. ____

CITY# 400164

CITY OF ROSEVILLE CALIFORNIA

PSOMAS
1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: MEGAN BUCHE DATE 9/2021
CHECKED BY: BRIAN WRIGHT DATE 9/2021
DRAWN BY: CHARUNI KURUMBALAPITIYA DATE 9/2021

REGISTERED PROFESSIONAL ENGINEER
BRIAN G. WRIGHT
No. C59331
Exp. 6-30-23
CIVIL
STATE OF CALIFORNIA

CITY OF ROSEVILLE CORPORATION YARD
ZERO EMISSION BUS DEPOT PROJECT
GRADING PLAN

SHEET 6 OF 47

Xrefs: ZEBD-C-BORDER(510-0091-01_rev-1)ZEBD-C-SITE(V-TPG-HilltopBusDepot
Images: cropped COR black logo.tif

Plotted: 12/20/2021 12:40:4. | Drawing: \\pprod.psomas.corp\panzuraprojects\ros_projects\6ROS013305\TRANSP\DESIGN\ROAD\SHEETS\06-07-ZEBD-GRADING-PLAN .dwg | Layout: GP-1 | By: Charuni.Kurumbalapit

FS 135.66 ± MATCH (E)
FS 136.25 ± MATCH (E)
FS 136.57 ± MATCH (E)
FS 136.52 ± MATCH (E)
FS 136.42 ± MATCH (E)
FS 136.36 ± MATCH (E)
FS 135.82 ± MATCH (E)
FS 135.92 ± MATCH (E)
FS 135.73 ± MATCH (E)
FL 136.17 TOC 136.67
FS 136.13± MATCH (E)
FS 136.36± MATCH (E)
FS 136.88± MATCH (E)
FL 136.59 TOC 137.09
FS 136.51 ± MATCH (E)
FS 136.44 ± MATCH (E)
FL 136.42 TOC 136.92
FS 136.33 ± MATCH (E)
FL 136.25 TOC 136.75
FS 135.95± MATCH (E)
FS 135.90 ± MATCH (E)
FL 136.11 TOC 136.61
FL 136.12 TOC 136.62
FS 135.87 ± MATCH (E)
BOT 135.44
FS 137.25
1.9%
2.1%
CB
T
2.3%
FL 136.44 TOC 136.94
FL 136.64 TOC 137.14
FL 136.25 TOC 136.75
FL 136.16± MATCH (E)
FS 137.19
FS 138.80 ± MATCH (E)
FS 136.50 ± MATCH (E)
FS 136.51
#1003
FS 138.81 ± MATCH (E)
FS 136.56 ± MATCH (E)
FS 136.55
FL 136.26 TOC 136.76
FL 136.27 TOC 136.77
1.3%
0.8%
0.3%
137
1.2%
1.2%
FS 136.37
FS 136.47
1.9%
FS 136.53
FL 136.41 TOC 136.91
FL 136.42 TOC 136.92
FL 136.57 TOC 137.07
FL 136.51 TOC 137.01
FS 136.65
FL 136.52 TOC 137.02
FL 136.58 TOC 137.08
FS 136.17± MATCH (E)
FS 137.12 ± MATCH (E)
FS 137.49
137
1.5%
FS 136.76
FS 136.75
FS 136.69
FS 137.19
FS 137.78
1.3%
FS 136.75
FS 137.23
4.6%
FS 137.91
139
2.0%
FS 137.11
FS 137.19
FS 137.94
FS 139.18 ± MATCH (E)
139
FS 138.43
1.5%
FS 137.24
FS 136.38± MATCH (E)
FS 137.70
FS 138.83
FS 137.38
1.2%
FS 137.56
137
FS 138.40
FS 139.17
FS 137.50
3.0%
FS 140.13 ± MATCH (E)
1.6%
FS 138.11
FS 136.60± MATCH (E)
#1002

MATCHLINE SEE GP-1

GP-2

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. SEE NOTES

THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.

FIELD BOOK

SCALE
HORIZ. 1"=20'
VERT. ____

CITY# 400164

CITY OF ROSEVILLE CALIFORNIA

PSOMAS
1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

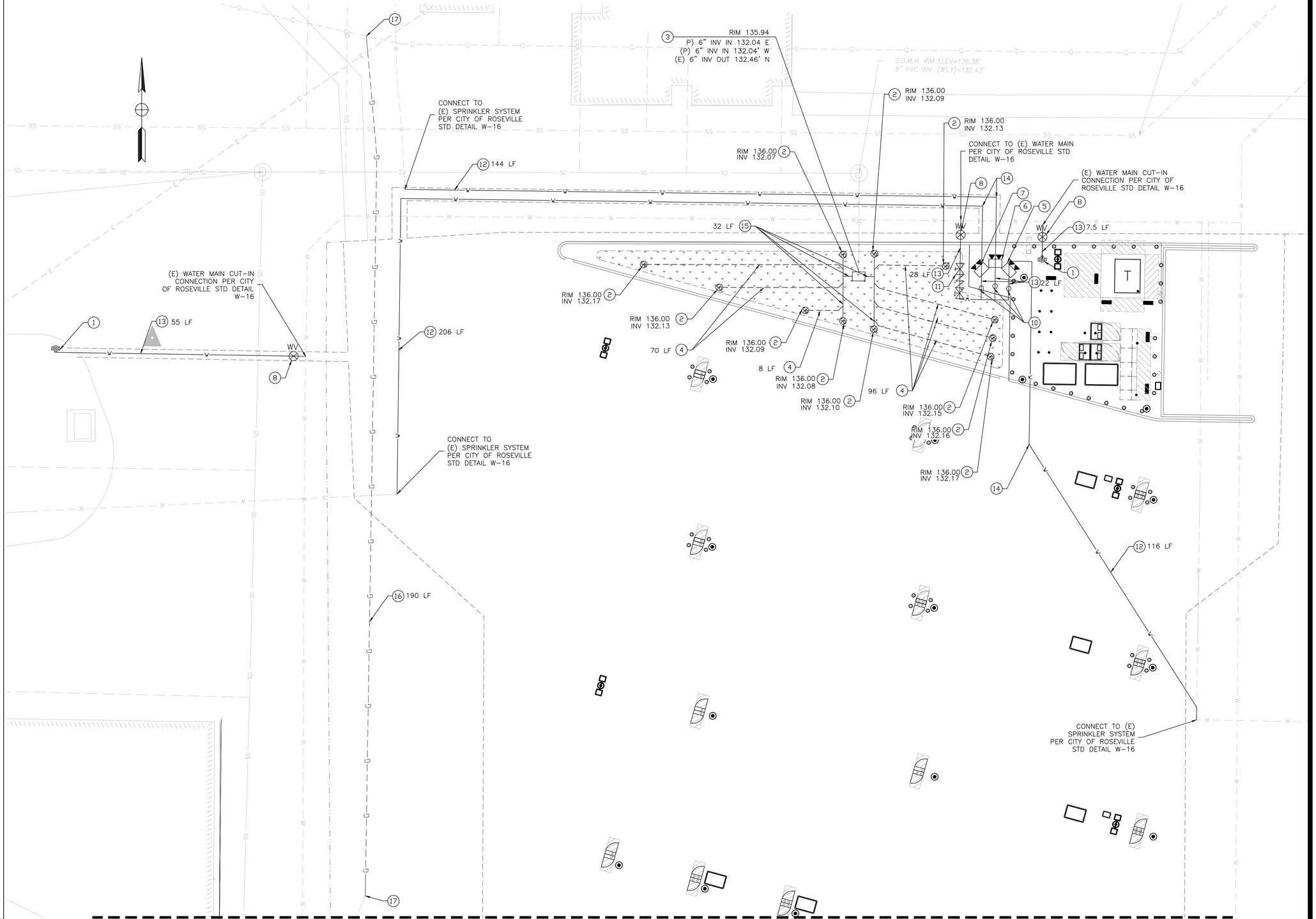
DESIGNED BY: MEGAN BUCHE DATE 9/2021
CHECKED BY: BRIAN WRIGHT DATE 9/2021
DRAWN BY: CHARUNI KURUMBALAPITIYA DATE 9/2021

REGISTERED PROFESSIONAL ENGINEER
BRIAN G. WRIGHT
No. C59331
Exp. 6-30-23
CIVIL
STATE OF CALIFORNIA

CITY OF ROSEVILLE CORPORATION YARD
ZERO EMISSION BUS DEPOT PROJECT
GRADING PLAN

SHEET 7 — OF — 47

Xrefs: ZEBD-C-BORDER(510-0091-01_rev-1)ZEBD-C-SITEIV-TPG-HilltopBusDepot
Images: cropped COR black logo.tif
Plotted: 12/20/2021 12:40:45. | Drawing: \\pprod.psomas.corp\panzuraprojects\ros_projects\6ROS013305\TRANSP\DESIGN\ROAD\SHEETS\06-07-ZEBD-GRADING-PLAN .dwg | Layout: GP-2 | By: Charuni.Kurumbalapit



MATCHLINE A-A, SEE SHEET U-2

LEGEND:

- SD — EXISTING STORM DRAIN LINE
- SS — EXISTING SEWER LINE
- W — EXISTING WATER LINE
- G — EXISTING GAS LINE
- E — EXISTING ELECTRICAL LINE
- COM — EXISTING COMMUNICATIONS FIBER

NOTES:

1. CONTRACTOR SHALL INSTALL THRUST BLOCK PER CONSTRUCTION DETAIL XX AT HORIZONTAL AND VERTICAL PIPE BENDS

KEY NOTES:

1. INSTALL RELOCATED FIRE HYDRANT, PER FIRE HYDRANT ASSEMBLY, CITY STANDARD DETAIL W-13, SEE SHEET CD-3, DETAIL 14
2. PERFORATED PIPE CLEAN-OUT, SEE SHEET CD-2, DETAIL 12
3. PLANTER OVERFLOW, SEE SHEET CD-2, DETAIL 9
4. INSTALL 6" PERFORATED PIPE, SDR 35 DRAIN PIPE, S=0.25% MIN
5. INSTALL NEW FDC TO 2025 HILLTOP CIRC. FDC SHALL HAVE SIGN WITH SERVICE ADDRESS PER CFC.
6. INSTALL NEW FDC TO 2055 HILLTOP CIRC. FDC SHALL HAVE SIGN WITH SERVICE ADDRESS PER CFC.
7. INSTALL NEW FDC TO 2075 HILLTOP CIRC. FDC SHALL HAVE SIGN WITH SERVICE ADDRESS PER CFC.
8. INSTALL WATER VALVE PER CITY OF ROSEVILLE STANDARD DRAWING W-16, SEE SHEET CD-3, DETAIL 15
9. INSTALL 8" PVC SDR-35 STORM DRAIN PIPE
10. INSTALL RELOCATED PIV
11. INSTALL DDCV PER CITY STANDARD DETAIL W-3, SEE SHEET CD-3, DETAIL 16
12. INSTALL 8" PVC C-900 CL 250 FIRE WATER PIPE
13. INSTALL 6" FULLY RESTRAINED DIP FIRE WATER PIPE,
14. INSTALL MECHANICAL RESTRAINT AT VERTICAL AND HORIZONTAL BENDS IN WATER PIPE.
15. INSTALL 6" PVC SDR-35 STORM DRAIN PIPE
16. PG&E TO INSTALL 1-1/4" GAS LINE IN TRENCH EXCAVATED AND BACKFILLED BY CONTRACTOR. CONTRACTOR TO COORDINATE WITH OWNER AND PG&E FOR INSTALLATION INSPECTION AND PROCEDURE. GAS PIPE SHALL MAINTAIN MINIMUM 30" COVER TO FINISH GRADE.
17. CONNECT TO EXISTING GAS PIPE. COORDINATE WITH PG&E FOR INSPECTION.
18. RE-ROUTE EXISTING GAS LINE TO AVOID CONFLICT WITH STORM DRAIN PIPE. GAS PIPE SHALL MAINTAIN MINIMUM 30" COVER TO FINISH GRADE AND 12" VERTICAL CLEARANCE WITH STORM DRAIN PIPE. CONTRACTOR TO COORDINATE WITH OWNER AND PG&E FOR INSTALLATION INSPECTION AND PROCEDURE.

U-1

REVISIONS

NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. SEE NOTES

THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.

FIELD BOOK

SCALE
HORIZ. 1"=20'
VERT. ____

CITY# 400164

CITY OF ROSEVILLE CALIFORNIA

PSOMAS
1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: MEGAN BUCHE DATE 9/2021
CHECKED BY: BRIAN WRIGHT DATE 9/2021
DRAWN BY: CHARUNI KURUMBALAPITIYA DATE 9/2021

REGISTERED PROFESSIONAL ENGINEER
BRIAN G. WRIGHT
No. C59331
Exp. 6-30-23
CIVIL
STATE OF CALIFORNIA

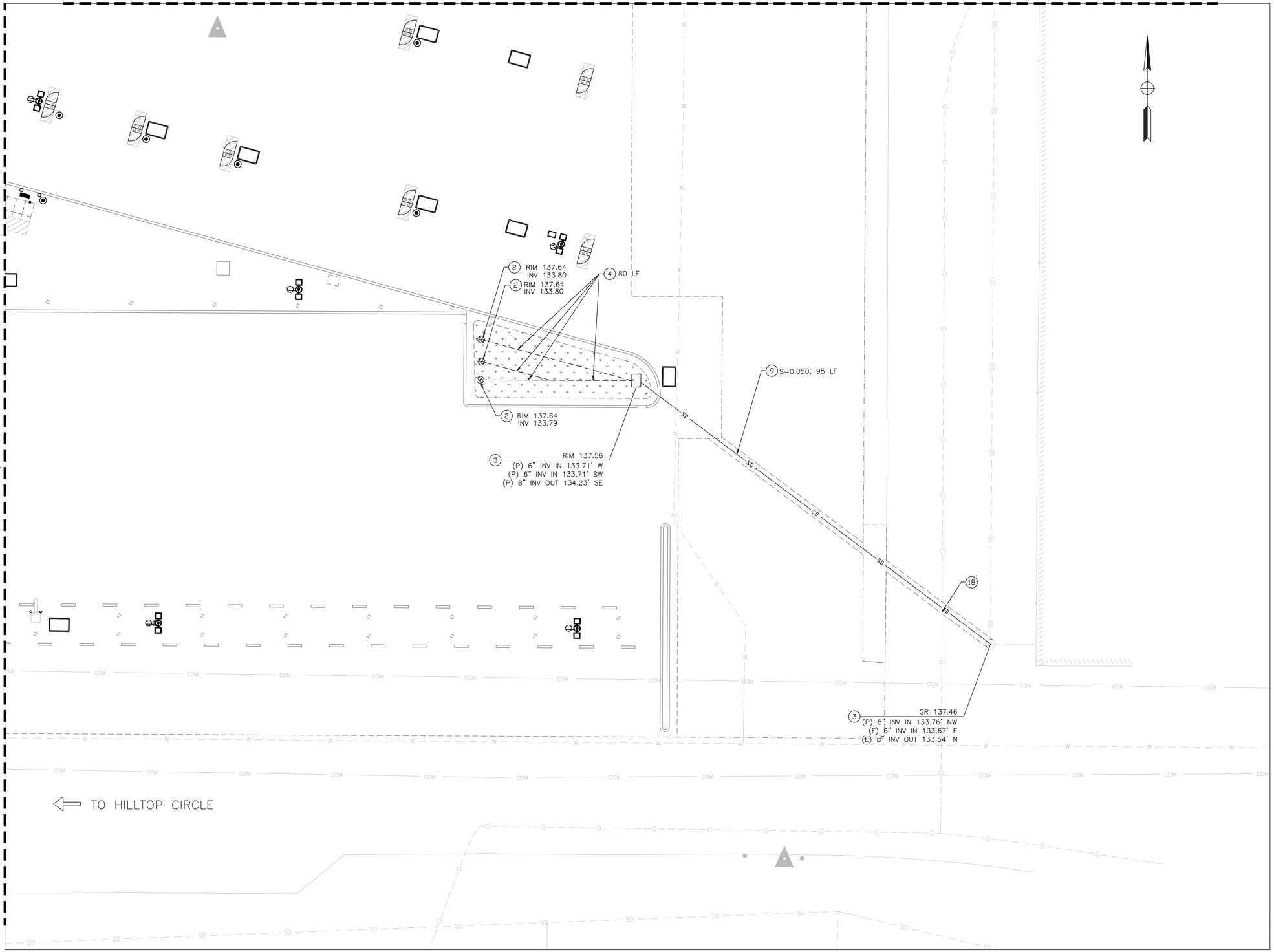
CITY OF ROSEVILLE CORPORATION YARD
ZERO EMISSION BUS DEPOT PROJECT
DRAINAGE AND UTILITY PLAN

SHEET 8 OF 47

Xrefs: ZEBD-C_BORDER(ZEBD-X-UTIL)[510-0091-01_rev-1]V-TPG-HilltopBusDepot_DEMO(ZEBD-C_SITE)[ZEBD-C-TOPO-ADDITIONS_DEMO(ZEBD-C-UTIL
Images: cropped COR black logo.tif]
Plotted: 12/20/2021 12:41:09. | Drawing: \\pprod.psomas.corp\panzuraprojects\ros_projects\6ROS013305\TRANSP\DESIGN\ROAD\SHEETS\08-10-ZEBD-UTILITY-PLAN.dwg | Layout: U-1 | By: Charuni.Kurumbalapit

MATCHLINE A-A, SEE SHEET U-1

MATCHLINE B-B, SEE SHEET U-3



LEGEND:

- SD — EXISTING STORM DRAIN LINE
- SS — EXISTING SEWER LINE
- W — EXISTING WATER LINE
- G — EXISTING GAS LINE
- E — EXISTING ELECTRICAL LINE
- COM — EXISTING COMMUNICATIONS FIBER

NOTES:

1. CONTRACTOR SHALL INSTALL THRUST BLOCK PER CONSTRUCTION DETAIL XX AT HORIZONTAL AND VERTICAL PIPE BENDS

KEY:

(1) INSTALL RELOCATED FIRE HYDRANT, PER FIRE HYDRANT ASSEMBLY, CITY STANDARD DETAIL W-13, SEE SHEET CD-3, DETAIL 14

(2) PERFORATED PIPE CLEAN-OUT, SEE SHEET CD-2, DETAIL 12

(3) PLANTER OVERFLOW, SEE SHEET CD-2, DETAIL 9

(4) INSTALL 6" PERFORATED PIPE, SDR 35 DRAIN PIPE, S=0.25% MIN

(5) INSTALL NEW FDC TO 2025 HILLTOP CIRC. FDC SHALL HAVE SIGN WITH SERVICE ADDRESS PER CFC.

(6) INSTALL NEW FDC TO 2055 HILLTOP CIRC. FDC SHALL HAVE SIGN WITH SERVICE ADDRESS PER CFC.

(7) INSTALL NEW FDC TO 2075 HILLTOP CIRC. FDC SHALL HAVE SIGN WITH SERVICE ADDRESS PER CFC.

(8) INSTALL WATER VALVE PER CITY OF ROSEVILLE STANDARD DRAWING W-16, SEE SHEET CD-3, DETAIL 15

(9) INSTALL 8" PVC SDR-35 STORM DRAIN PIPE

(10) INSTALL RELOCATED PIV

(11) INSTALL DDCV PER CITY STANDARD DETAIL W-3, SEE SHEET CD-3, DETAIL 16

(12) INSTALL 8" PVC C-900 CL 250 FIRE WATER PIPE

(13) INSTALL 6" FULLY RESTRAINED DIP FIRE WATER PIPE,

(14) INSTALL MECHANICAL RESTRAINT AT VERTICAL AND HORIZONTAL BENDS IN WATER PIPE.

(15) INSTALL 6" PVC SDR-35 STORM DRAIN PIPE

(16) PG&E TO INSTALL 1-1/4" GAS LINE IN TRENCH EXCAVATED AND BACKFILLED BY CONTRACTOR. CONTRACTOR TO COORDINATE WITH OWNER AND PG&E FOR INSTALLATION INSPECTION AND PROCEDURE. GAS PIPE SHALL MAINTAIN MINIMUM 30" COVER TO FINISH GRADE.

(17) CONNECT TO EXISTING GAS PIPE. COORDINATE WITH PG&E FOR INSPECTION.

(18) RE-ROUTE EXISTING GAS LINE TO AVOID CONFLICT WITH STORM DRAIN PIPE. GAS PIPE SHALL MAINTAIN MINIMUM 30" COVER TO FINISH GRADE AND 12" VERTICAL CLEARANCE WITH STORM DRAIN PIPE. CONTRACTOR TO COORDINATE WITH OWNER AND PG&E FOR INSTALLATION INSPECTION AND PROCEDURE.

U-2

REVISIONS

NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. SEE NOTES

THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.

FIELD BOOK

SCALE
HORIZ. 1"=20'
VERT. _____

CITY# 400164

CITY OF ROSEVILLE CALIFORNIA

PSOMAS
1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: MEGAN BUCHE DATE 9/2021
CHECKED BY: BRIAN WRIGHT DATE 9/2021
DRAWN BY: CHARUNI KURUMBALAPITIYA DATE 9/2021

REGISTERED PROFESSIONAL ENGINEER
BRIAN G. WRIGHT
No. C59331
Exp. 6-30-23
CIVIL
STATE OF CALIFORNIA

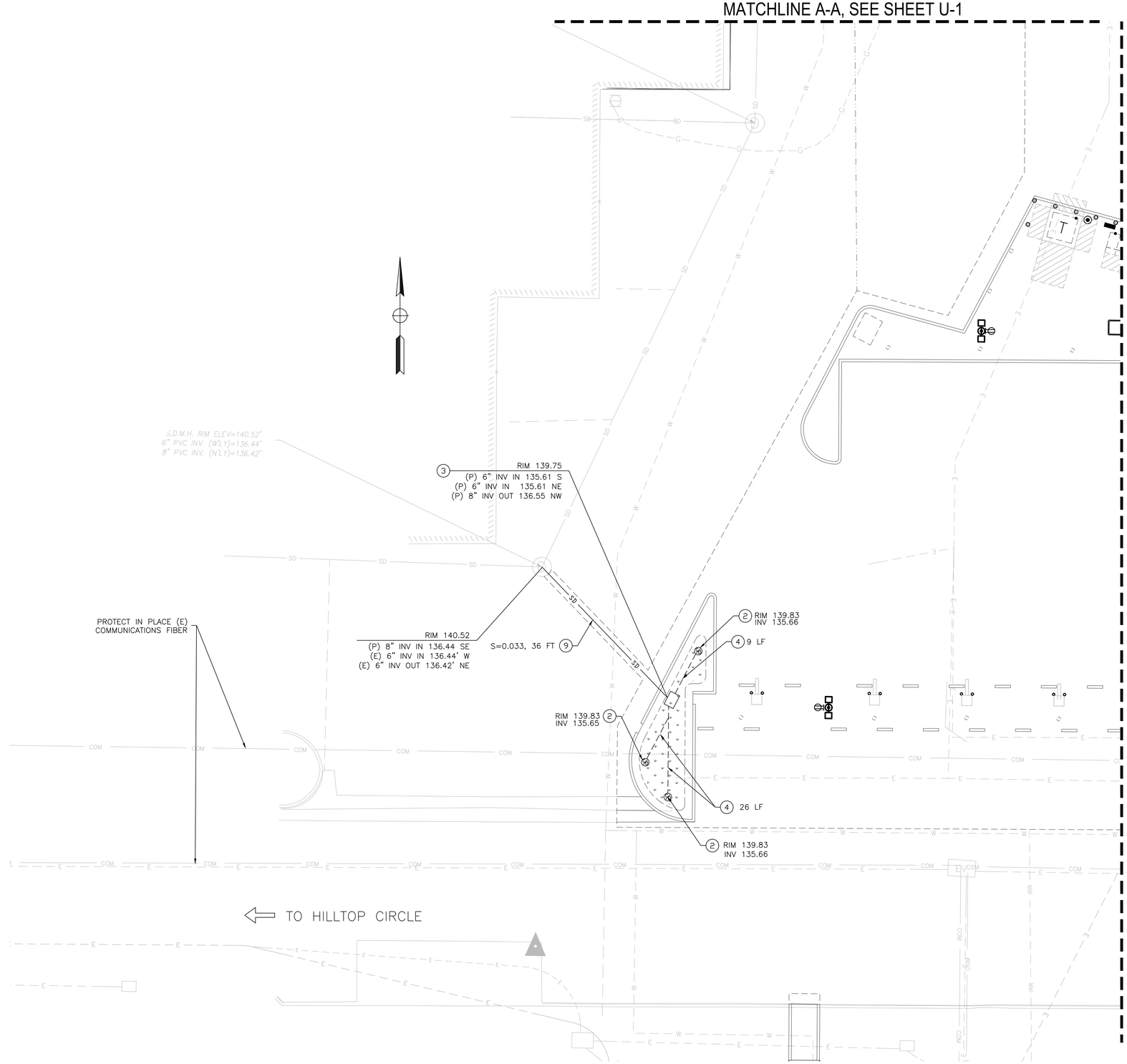
CITY OF ROSEVILLE CORPORATION YARD
ZERO EMISSION BUS DEPOT PROJECT
DRAINAGE AND UTILITY PLAN

SHEET 9 — OF — 47

Xrefs: ZEBD-C-BORDER/ZEBD-X-UTIL[510-0091-01_rev-1]V-TPG-HilltopBusDepot_DEMO/ZEBD-C-SITE[ZEBD-C-TOPO-ADDITIONS_DEMO/ZEBD-C-UTIL
Images: cropped COR black logo.tif

Plotted: 12/20/2021 12:41:29.01 | Drawing: \\pprod.psomas.corp\panzuraprojects\ros_projects\6ROS013305\TRANSP\DESIGN\ROAD\SHEETS\08-10-ZEBD-UTILITY-PLAN.dwg | Layout: U-2 | By: Charuni.Kurumbalapit

MATCHLINE A-A, SEE SHEET U-1



MATCHLINE B-B, SEE SHEET U-2

LEGEND:

- SD — EXISTING STORM DRAIN LINE
- SS — EXISTING SEWER LINE
- W — EXISTING WATER LINE
- G — EXISTING GAS LINE
- E — EXISTING ELECTRICAL LINE
- COM — EXISTING COMMUNICATIONS FIBER

NOTES:

1. CONTRACTOR SHALL INSTALL THRUST BLOCK PER CONSTRUCTION DETAIL XX AT HORIZONTAL AND VERTICAL PIPE BENDS

KEY:

(1) INSTALL RELOCATED FIRE HYDRANT, PER FIRE HYDRANT ASSEMBLY, CITY STANDARD DETAIL W-13, SEE SHEET CD-3, DETAIL 14

(2) PERFORATED PIPE CLEAN-OUT, SEE SHEET CD-2, DETAIL 12

(3) PLANTER OVERFLOW, SEE SHEET CD-2, DETAIL 9

(4) INSTALL 6" PERFORATED PIPE, SDR 35 DRAIN PIPE, S=0.25% MIN

(5) INSTALL NEW FDC TO 2025 HILLTOP CIRC. FDC SHALL HAVE SIGN WITH SERVICE ADDRESS PER CFC.

(6) INSTALL NEW FDC TO 2055 HILLTOP CIRC. FDC SHALL HAVE SIGN WITH SERVICE ADDRESS PER CFC.

(7) INSTALL NEW FDC TO 2075 HILLTOP CIRC. FDC SHALL HAVE SIGN WITH SERVICE ADDRESS PER CFC.

(8) INSTALL WATER VALVE PER CITY OF ROSEVILLE STANDARD DRAWING W-16, SEE SHEET CD-3, DETAIL 15

(9) INSTALL 8" PVC SDR-35 STORM DRAIN PIPE

(10) INSTALL RELOCATED PIV

(11) INSTALL DDCV PER CITY STANDARD DETAIL W-3, SEE SHEET CD-3, DETAIL 16

(12) INSTALL 8" PVC C-900 CL 250 FIRE WATER PIPE

(13) INSTALL 6" FULLY RESTRAINED DIP FIRE WATER PIPE,

(14) INSTALL MECHANICAL RESTRAINT AT VERTICAL AND HORIZONTAL BENDS IN WATER PIPE.

(15) INSTALL 6" PVC SDR-35 STORM DRAIN PIPE

(16) PG&E TO INSTALL 1-1/4" GAS LINE IN TRENCH EXCAVATED AND BACKFILLED BY CONTRACTOR. CONTRACTOR TO COORDINATE WITH OWNER AND PG&E FOR INSTALLATION INSPECTION AND PROCEDURE. GAS PIPE SHALL MAINTAIN MINIMUM 30" COVER TO FINISH GRADE.

(17) CONNECT TO EXISTING GAS PIPE. COORDINATE WITH PG&E FOR INSPECTION.

(18) RE-ROUTE EXISTING GAS LINE TO AVOID CONFLICT WITH STORM DRAIN PIPE. GAS PIPE SHALL MAINTAIN MINIMUM 30" COVER TO FINISH GRADE AND 12" VERTICAL CLEARANCE WITH STORM DRAIN PIPE. CONTRACTOR TO COORDINATE WITH OWNER AND PG&E FOR INSTALLATION INSPECTION AND PROCEDURE.

U-3

REVISIONS

NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. SEE NOTES

THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.

FIELD BOOK

SCALE
HORIZ. 1"=20'
VERT. ____

CITY# 400164

CITY OF ROSEVILLE CALIFORNIA

PSOMAS
1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: MEGAN BUCHE DATE 9/2021
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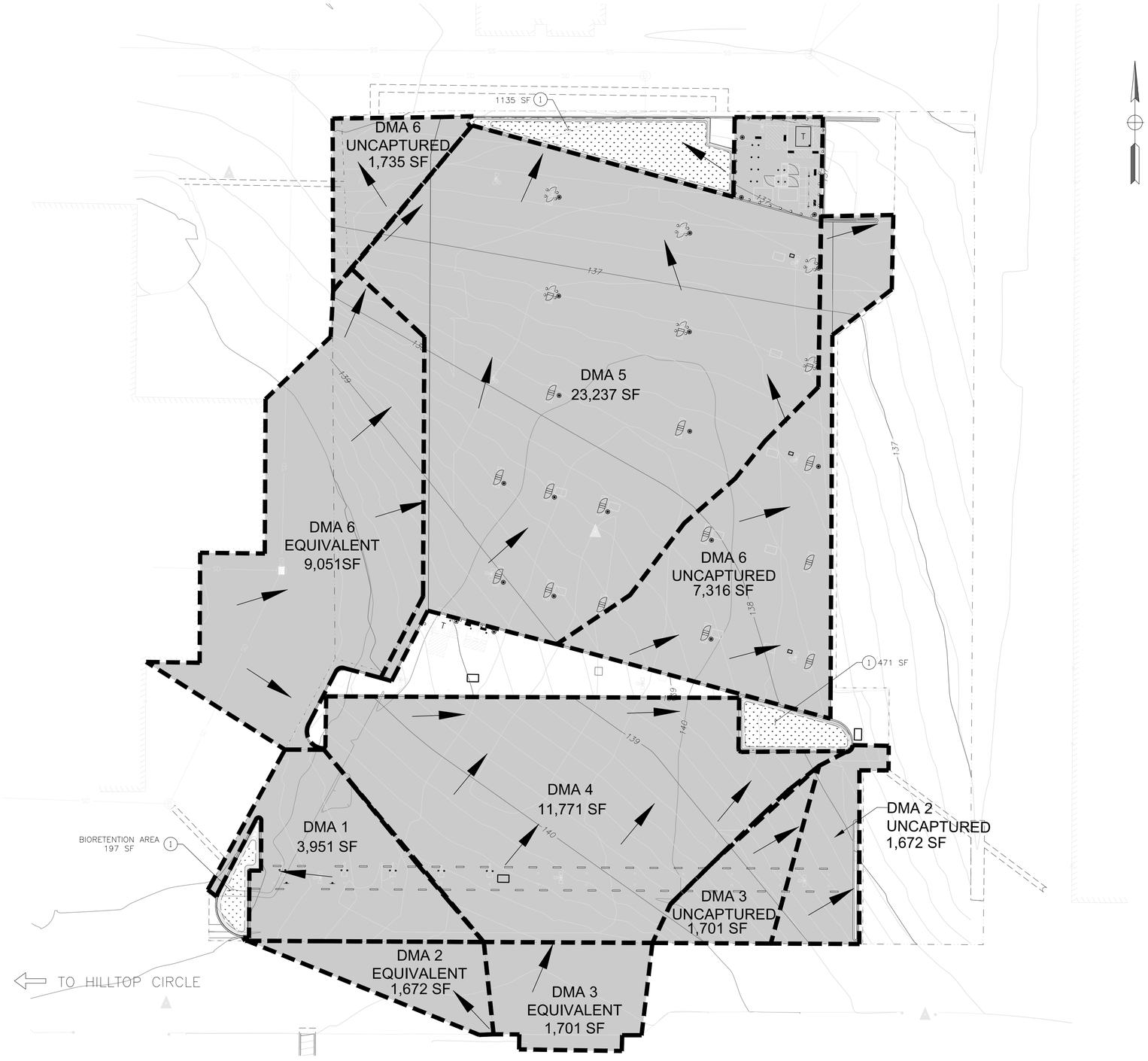
REGISTERED PROFESSIONAL ENGINEER
BRIAN G. WRIGHT
No. C59331
Exp. 6-30-23
CIVIL
STATE OF CALIFORNIA

CITY OF ROSEVILLE CORPORATION YARD
ZERO EMISSION BUS DEPOT PROJECT
DRAINAGE AND UTILITY PLAN

SHEET 10 OF 47

Xrefs: ZEBD-C-BORDER(ZEBD-X-UTIL[510-0091-01_rev-1]V-TPO-HilltopBusDepot_DEMO)(ZEBD-C-SITE)(ZEBD-C-TOPO-ADDITIONS_DEMO)(ZEBD-C-UTIL
Images: cropped COR black logo.tif

Plotted: 12/20/2021 12:41:48. | Drawing: \\pprod.psomas.corp\panzuraprojects\ros_projects\6ROS013305\TRANSP\DESIGN\ROAD\SHEETS\08-10-ZEBD-UTILITY-PLAN.dwg | Layout: U-3 | By: Charuni.Kurumbalapit



CAPTURED DMAs
HEAVY AND LIGHT DUTY PARKING AREAS

DMA	IMPERVIOUS	TOTAL AREA
1	3,951 SF	3,951 SF
2 EQUIVALENT	1,672 SF	1,672 SF
3 EQUIVALENT	1,701 SF	1,701 SF
4	11,771 SF	11,771 SF
5	23,237 SF	23,237 SF
6 EQUIVALENT	9,051 SF	9,051 SF
TOTAL	51,383 SF	51,383 SF

UNCAPTURED DMAs
HEAVY AND LIGHT DUTY PARKING AREAS

DMA	IMPERVIOUS	TOTAL AREA
2 UNCAPTURED	1,672 SF	1,672 SF
3 UNCAPTURED	1,701 SF	1,701 SF
6 UNCAPTURED	9,051 SF	9,051 SF
TOTAL	12,424 SF	12,424 SF

KEY NOTES:

(1) BIORETENTION AREA

SM-1

REVISIONS

NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. SEE NOTES

THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.

FIELD BOOK

SCALE
HORIZ. 1"=20'
VERT. ____

CITY# 400164

CITY OF ROSEVILLE CALIFORNIA

PSOMAS
1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: MEGAN BUCHE DATE 9/2021
CHECKED BY: BRIAN WRIGHT DATE 9/2021
DRAWN BY: CHARUNI KURUMBALAPITIYA DATE 9/2021

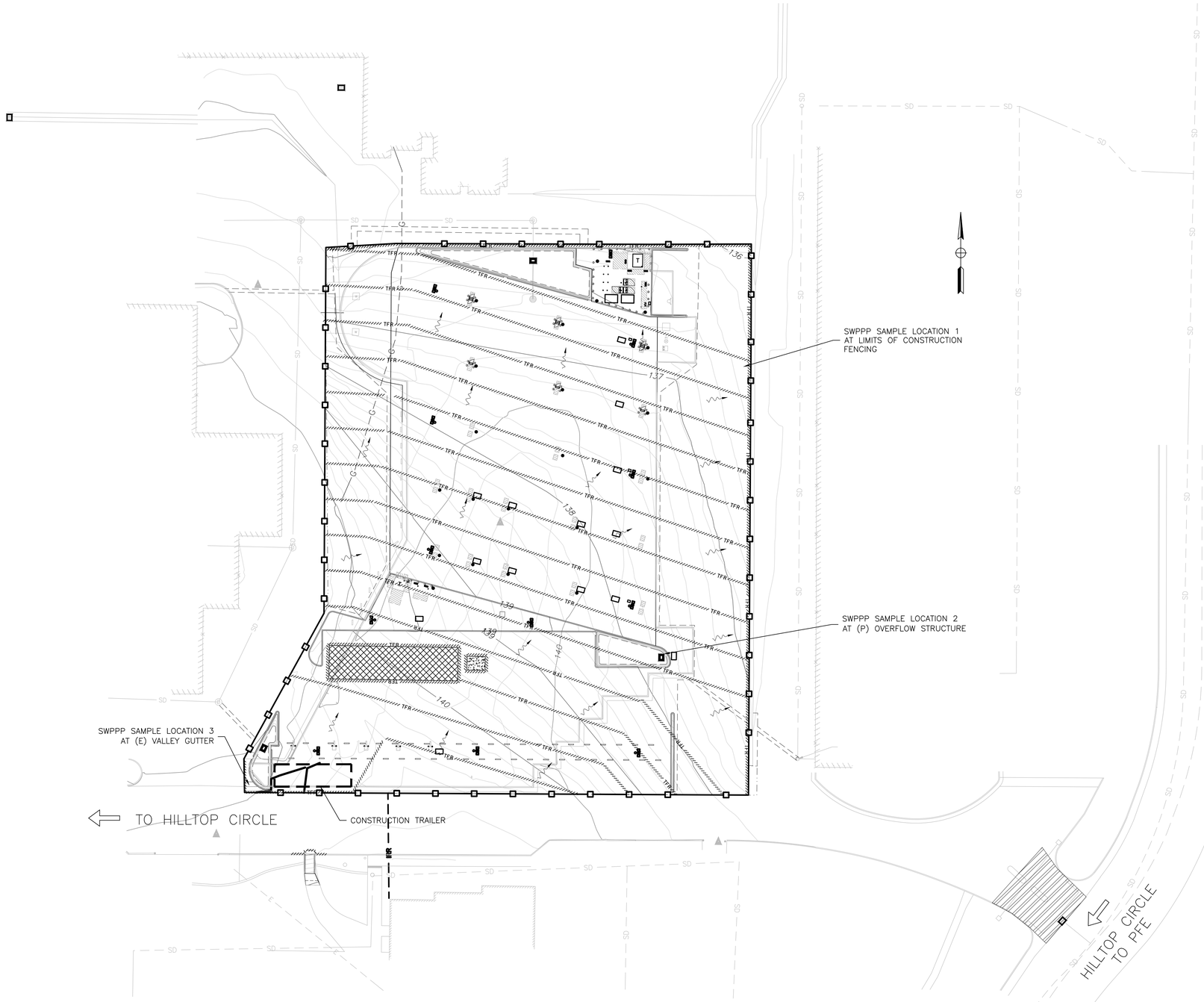
REGISTERED PROFESSIONAL ENGINEER
BRIAN G. WRIGHT
No. C59331
Exp. 6-30-23
CIVIL
STATE OF CALIFORNIA

CITY OF ROSEVILLE CORPORATION YARD
ZERO EMISSION BUS DEPOT PROJECT
STORMWATER MANAGEMENT PLAN

SHEET 11 OF 47

Xrefs: ZEBD-C_BORDER(ZEBD_X-UTIL(ZEBD-C_SITE(ZEBD-X-UTIL -DEMO(V-TPG-HilltopBusDepot(V-TPG-HilltopBusDepot_DEMO
Images: cropped COR black logo.tif

Plotted: 12/20/2021 12:42:06.01 | Drawing: \\pprod.psomas.corp\panzuraprojects\ros_projects\6ROS013305\TRANSP\DESIGN\ROAD\SHEETS\11-ZEBD-STRM-WTR-CTRL-PLAN.dwg | Layout: SM-1 | By: Charuni.Kurumbalapit



NOTES:

1. DURING DRY WEATHER, WATER SHALL BE SPRAYED ON ALL DISTURBED AREAS AT LEAST ONCE DAILY FOR DUST CONTROL
2. ALL BMP'S TO BE INSPECTED WEEKLY, BEFORE, AFTER AND DURING EACH RAIN EVENT. REPAIR OR REPLACE AS NECESSARY.
3. ALL MATERIALS STORED ON SITE SHALL HAVE PROPER ENCLOSURES AND/OR COVERINGS.CONTRACTOR TO COODINATE WITH THE CITY OF ROSEVILLE TO DETERMINE STOCKPILE LOCATIONS OF MATERIALS AND CONSTRUCTION EQUIPMENT.
4. ALL EROSION CONTROL BMP'S SHALL BE IN PLACE PRIOR TO ANY STORM EVENTS
5. CONDUCT REGULAR SWEEPING OPERATIONS AT THE DRIVEWAYS ON SITE.
6. SEE SHEET GN-1 FOR ADDITIONAL NOTES PERTINENT TO EROSION CONTROL BMPS.
7. BMPS ARE SHOWN FOR REFERENCE ONLY. CONTRACTOR SHALL DETERMINE BMP PLACEMENT AND VERIFY WITH QSP.

LEGEND:

- GRAVEL INLET FILTER PROTECTION PER CITY OR ROSEVILLE STANDARD DRAWING BMP-8
- TFR — TEMPORARY FIBER ROLL PER CITY OF ROSEVILLE STANDARD DRAWING BMP-5, SEE CD-3, DETAIL 15
- CONSTRUCTION FENCE
- DIRECTIONAL FLOW ARROW
- STABILIZED CONSTRUCTION ENTRANCE/EXIT
- POTENTIAL CONSTRUCTION STAGING AREA FOR MATERIALS STOCKPILE AND EQUIPMENT STORAGE (SEE NOTE)
- POTENTIAL CONCRETE WASHOUT

EC-1

REVISIONS NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. SEE NOTES

THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.

FIELD BOOK

SCALE
HORIZ. 1"=20'
VERT. ____

CITY# 400164

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1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

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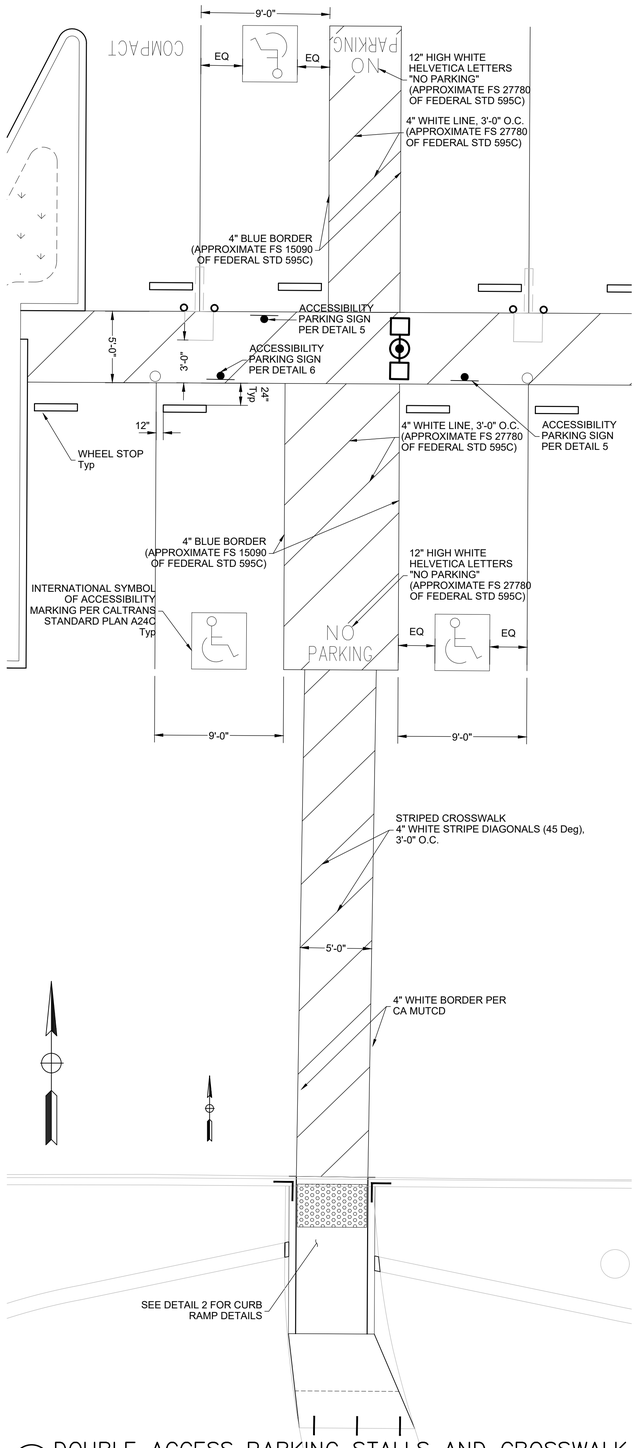
CHECKED BY: BRIAN WRIGHT DATE 9/2021
DRAWN BY: CHARUNI KURUMBALAPITIYA DATE 9/2021

REGISTERED PROFESSIONAL ENGINEER — BRIAN G. WRIGHT — No. C59331 — Exp. 6-30-23 — CIVIL — STATE OF CALIFORNIA

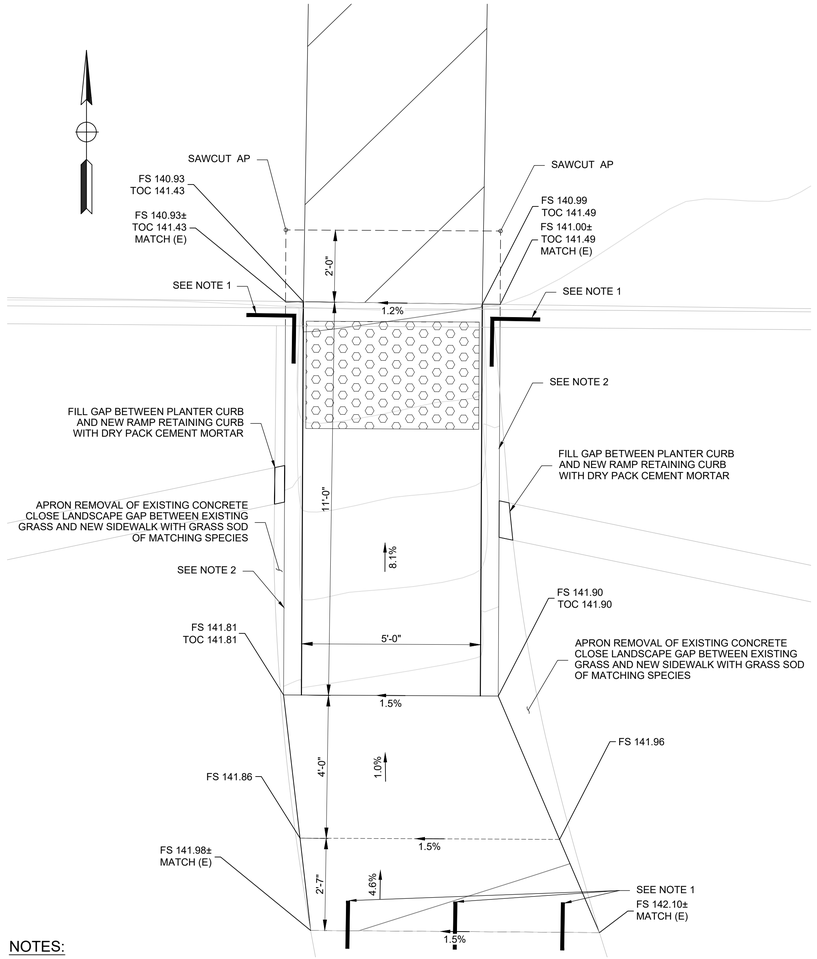
CITY OF ROSEVILLE CORPORATION YARD
ZERO EMISSION BUS DEPOT PROJECT
EROSION CONTROL PLAN

SHEET 12 — OF — 47

Xrefs: ZEBD-C_BORDER\ZEBD-X-UTIL\ZEBD-C-SITE\ZEBD-X-UTIL -DEMO\V-TPC-HilltopBusDepot\V-TPC-HilltopBusDepot_DEMO\ZEBD-C-TOPO-ADDITIONS\Aerial\ZEBD-C-UTIL
Images: cropped COR block logo.tif
Plotted: 12/20/2021 12:42:17. | Drawing: \\pprod.psomas.corp\panzuraprojects\ros_projects\6ROS013305\TRANSP\DESIGN\ROAD\SHEETS\12-ZEBD-EROSION-CTRL-PLAN.dwg | Layout: EC-1 | By: Charuni.Kurumbalapit



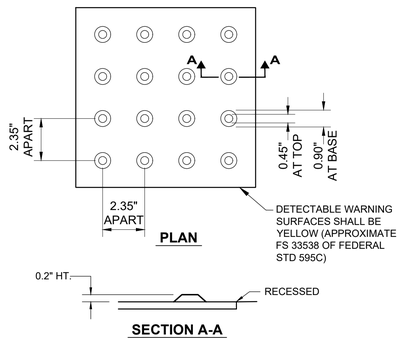
1 DOUBLE ACCESS PARKING STALLS AND CROSSWALK
SCALE: 1:5



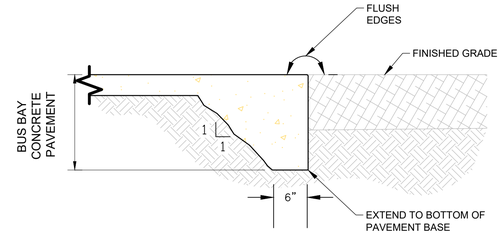
NOTES:

1. DOWEL PER CITY STANDARDS SECTION 71-4.C.11
2. 6" WIDE RETAINING CURB BOTTOM OF CURB TO MATCH BOTTOM OF THE CURB RAMP. RAMP AND RETAINING CURB TO BE POURED MONOLITHICALLY.

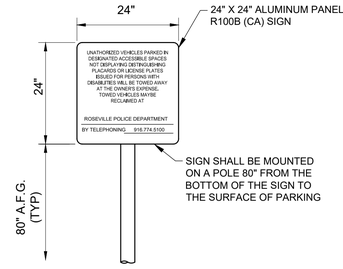
2 CURB RAMP AT LIGHT DUTY PARKING LOT
SCALE: 1:2



3 DETECTABLE WARNING SURFACE
NOT TO SCALE

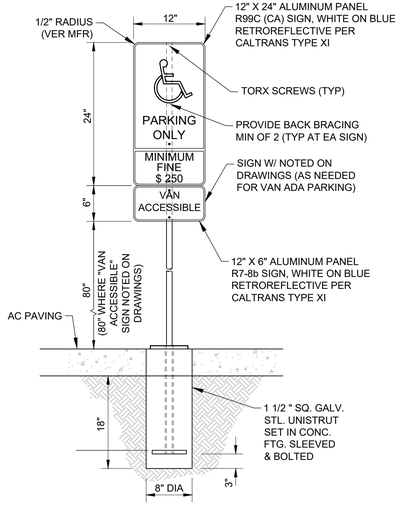


4 THICKENED EDGE PAVEMENT SECTION



1. LETTERING SYMBOL AND BORDER SHALL BE BLACK ON A REFLECTORIZED WHITE BACKGROUND.
2. ATTACH SIGN WITH TWO PIECES 8C-7 DIE CAST ALUMINUM SIGN CLAMPS.
3. CONTRACTOR SHALL PROVIDE TELEPHONE NUMBER AND LOCATION PRIOR TO PRINTING OF SIGN

5 SITE ACCESSIBILITY TOW AWAY SIGN
NOT TO SCALE



6 ACCESSIBILITY PARKING SIGNAGE
NOT TO SCALE

CD-1

REVISIONS

NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. SEE NOTES

THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.

FIELD BOOK

SCALE
HORIZ. 1"=20'
VERT. _____

CITY# 400164

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DESIGNED BY: MEGAN BUCHE DATE 9/2021
CHECKED BY: BRIAN WRIGHT DATE 9/2021
DRAWN BY: CHARUNI KURUMBALAPITIYA DATE 9/2021

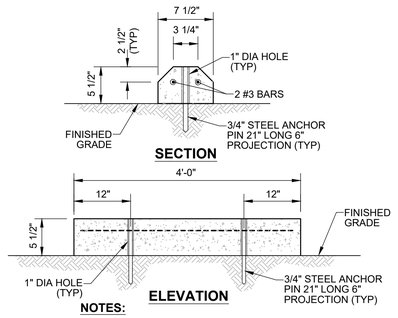
REGISTERED PROFESSIONAL ENGINEER
BRIAN G. WRIGHT
No. C59331
Exp. 6-30-23
CIVIL
STATE OF CALIFORNIA

CITY OF ROSEVILLE CORPORATION YARD
ZERO EMISSION BUS DEPOT PROJECT
CONSTRUCTION DETAILS

SHEET 13 OF 47

Xrefs: ZEBD-C_BORDER(ZEBD-C_SITE)V-TPO-HilltopBusDepot_DEMO(ZEBD-C_TOPO_ADDITIONS images: BMP_5.jpg|BMP_8.jpg|DR_22.jpg|ST_38A.jpg|W_13.png|W_3.jpg|W_16.jpg|cropped COR black logo.tif|

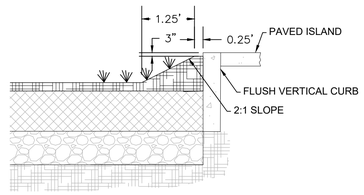
Plotted: 12/20/2021 12:42:27.01 | Drawing: \\pprod.psomas.corp\panzuraprojects\ros_projects\6ROS013305\TRANSP\DESIGN\ROAD\SHEETS\13-16-ZEBD-CONSTRUCTION-DETAILS.dwg | Layout: CD-1 | By: Charuni.Kurumbalapit



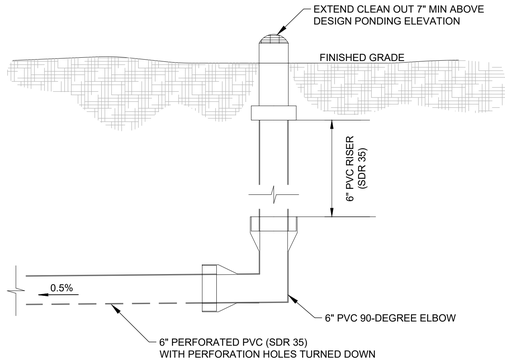
NOTES:

1. PRE-FABRICATED P.C. CONCRETE (3500 PSI)

7 CONCRETE WHEEL STOP
NOT TO SCALE



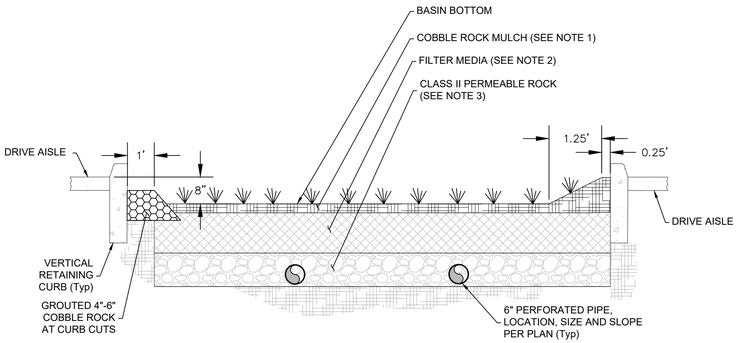
10 SECTION A–A: FLUSH CURB AT BIOFILTRATION AREA
NOT TO SCALE



NOTES:

1. INSTALL ROUND NON-TRAFFIC TYPE CONCRETE VALVE BOX & COVER MARKED "DRAIN C/O" IN A NON-TRAFFIC AREA.
2. CLEANOUT BOX TO BE FREE OF ALL DIRT AND READY AT TIME OF PRE-FINAL INSPECTION
3. BUILDING CONTRACTOR SHALL SET BOX TO FINISH GRADE AND INSTALL A PVC THREADED PLUG SET 3" BELOW THE SURFACE PRIOR TO BUILDING PRE-FINAL.

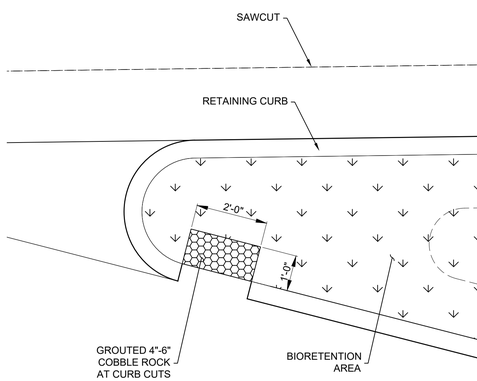
12 PERFORATED PIPE CLEAN OUT
NOT TO SCALE



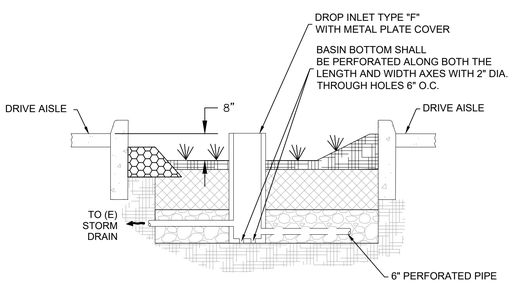
NOTES:

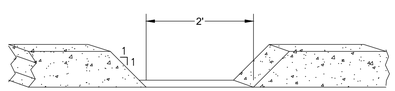
1. 3" - 6" COBBLE ROCK MULCH. SEE LANDSCAPE PLANS
2. 24" BIORETENTION SOIL MIX (MINIMUM INFILTRATION RATE OF 5" PER HOUR).
3. 12" (MIN) ¾" WASHED DRAIN ROCK.
4. 6" DIAMETER PERFORATED PIPE.

8 BIOFILTRATION BASIN SECTION
NOT TO SCALE



PLAN VIEW





ISOMETRIC VIEW

9 OVERFLOW STRUCTURE DETAIL
NOT TO SCALE

11 CURB CUT AND GROUTED COBBLE ROCK DETAIL
NOT TO SCALE

CD-2

REVISIONS

NO.	DESCRIPTION	DATE	BY

BENCH MARK — ELEV. SEE NOTES

THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.

FIELD BOOK

SCALE
HORIZ. 1"=20'
VERT. ____

CITY# 400164

CITY OF ROSEVILLE CALIFORNIA

PSOMAS
1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: MEGAN BUCHE DATE 9/2021
CHECKED BY: BRIAN WRIGHT DATE 9/2021
DRAWN BY: CHARUNI KURUMBALAPITIYA DATE 9/2021

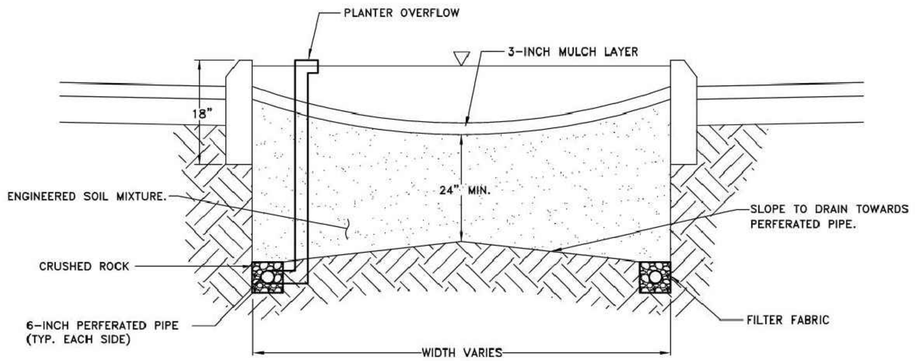
REGISTERED PROFESSIONAL ENGINEER — BRIAN G. WRIGHT — No. C59331 — Exp. 6-30-23 — CIVIL — STATE OF CALIFORNIA

CITY OF ROSEVILLE CORPORATION YARD
ZERO EMISSION BUS DEPOT PROJECT
CONSTRUCTION DETAILS

SHEET 14 — OF — 47

Xrefs: ZEBD-C-BORDER(ZEBD-C-SITE)V-TPG-HilltopBusDepotV-TPG-HilltopBusDepotV_DEMO(ZEBD-C-TOPO-ADDITIONS images: BMP_5.jpg|BMP_8.jpg|DR_22.jpg|ST_38R.jpg|W-13.png|W-3.jpg|W_16.jpg|cropped COR block logo.tif

Plotted: 12/20/2021 12:42:31. | Drawing: \\pprod.psomas.corp\panzuraprojects\ros_projects\6ROS013305\TRANSP\DESIGN\ROAD\SHEETS\13-16-ZEBD-CONSTRUCTION-DETAILS.dwg | Layout: CD-2 | By: Charuni.Kurumbalapit



NOTE:
ENGINEERED SOIL SHALL CONTAIN THE FOLLOWING MIX:
- 50% SAND
- 30% TOP SOIL
- 20% LEAF COMPOST

RHON HERNDON
PUBLIC WORKS DIRECTOR

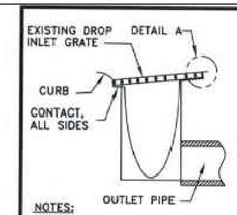
CITY OF ROSEVILLE CALIFORNIA — DEPARTMENT OF PUBLIC WORKS

PRIVATE BIORETENTION PLANTER

SCALE: NONE
REVISED: JANUARY 1, 2010
DRAWN BY: J MCKINNEY
APPROVED BY: RHON HERNDON

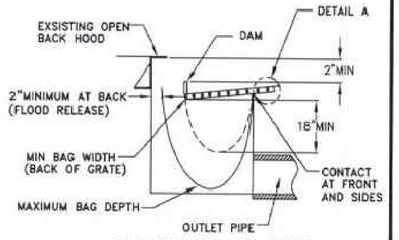
DR-22

17 PLANTER OVERFLOW INSTALLATION DETAIL
NOT TO SCALE

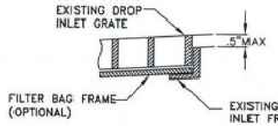


PLACEMENT AT TYPE A, C, D, AND F DROP INLETS AND PARKING LOTS
NTS

NOTES:
1. THE MAXIMUM DRAINAGE AREA PER FILTER SHALL BE NO MORE THAN 2 ACRES.
2. THE FILTER BAG SHALL BE MANUFACTURED FROM UV RESISTANT POLYPROPYLENE, NYLON, POLYESTER, OR ETHYLENE FABRIC WITH A MINIMUM TENSILE STRENGTH OF 50 LBS PER LINEAR FOOT, AN EQUIVALENT OPENING SIZE NOT GREATER THAN 20 SIEVE AND WITH MINIMUM FLOW RATE OR 40 GALLONS/ MINUTE/ SQ FT.
3. THE FILTER BAG MAY BE SUSPENDED FROM OR HELD IN PLACE BY THE EXISTING INLET GRATE (OR OTHER APPROVED METHOD). PROVIDED NO MODIFICATION OR DAMAGE SHALL BE DONE TO THE INLET GRATE OR FRAME. THE INLET GRATE SHALL NOT REST MORE THAN .5" ABOVE THE INLET FRAME (SEE DETAIL A)
4. THE FILTER BAG MAY EXTEND TO THE BOTTOM OF THE INLET BOX PROVIDED THE OUTLET PIPE IS UNOBSTRUCTED.
5. FLOWS SHALL NOT BE ALLOWED TO BYPASS THE BAG. THE BAG OR ITS FRAME SHALL CATCH FLOWS AT ALL SIDES OF THE INLET, EXCEPT AS SHOWN FOR FLOOD RELEASE.
6. INLET FILTER BAGS SHALL BE INSPECTED WEEKLY AND AFTER EACH RAINFALL DURING THE WET SEASON AND MONTHLY DURING THE DRY SEASON. SEDIMENT AND DEBRIS SHALL BE REMOVED BEFORE ACCUMULATIONS HAVE REACED ONE THIRD THE DEPTH OF THE BAG. BAGS SHALL BE REPAIRED OR REPLACED AS SOON AS DAMAGE OCCURS. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MAINTENANCE.



PLACEMENT AT TYPE B AND E DROP INLETS
NTS



DETAIL A

ROB JENSEN
DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

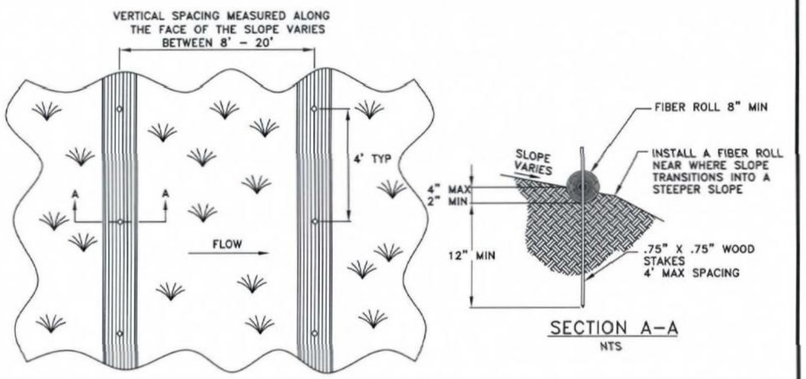
CITY OF ROSEVILLE CALIFORNIA — DEPARTMENT OF PUBLIC WORKS

DRAIN INLET FILTER BAG INSTALATION DETAIL

SCALE: NONE
REVISED: APRIL 2007
DRAWN BY: STAFF
APPROVED BY: R JENSEN

BMP-8

19 DRAIN INLET FILTER BAG INSTALLATION DETAIL
NOT TO SCALE



SECTION A-A
NTS

TYPICAL FIBER ROLL INSTALLATION
NTS

NOTES:
1. INSTALL FIBER ROLLS IN A ROW ALONG A LEVEL CONTOUR.
2. AT THE ENDS OF A ROW TURN THE LAST TWO FEET UP SLOPE SLIGHTLY.
3. AT JOINTS FIBER ROLLS SHALL BE OVERLAPPED, NOT ABUTTED.

ROB JENSEN
DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

CITY OF ROSEVILLE CALIFORNIA — DEPARTMENT OF PUBLIC WORKS

FIBER ROLLS INSTALLATION DETAIL

SCALE: NONE
REVISED: APRIL 2007
DRAWN BY: STAFF
APPROVED BY: R JENSEN

BMP-5

18 FIBER ROLLS INSTALLATION DETAIL
NOT TO SCALE

Stormwater Quality BMP Guidance Manual for Construction

95

CD-4

REVISIONS

NO.	DESCRIPTION	DATE	BY

BENCH MARK — ELEV. SEE NOTES

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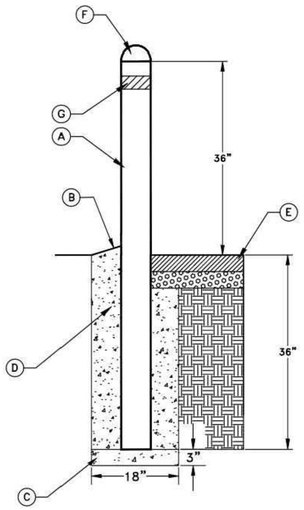
CITY OF ROSEVILLE CORPORATION YARD
ZERO EMISSION BUS DEPOT PROJECT
CONSTRUCTION DETAILS

SHEET 16 OF 47

Xrefs: ZEBD-C-BORDER(ZEBD-C-SITE)V-TPG-HilltopBusDepotV-TPG-HilltopBusDepot_DEMO(ZEBD-C-TOPO-ADDITIONS
Images: BMP-5.jpg|BMP-8.jpg|DR-22.jpg|ST-38A.jpg|W-13.png|W-3.jpg|W-16.jpg|cropped COR block logo.tif|

Plotted: 12/20/2021 12:42:33. | Drawing: \\pprod.psomas.corp\panzuraprojects\ros_projects\6ROS013305\TRANSP\DESIGN\ROAD\SHEETS\13-16-ZEBD-CONSTRUCTION-DETAILS.dwg | Layout: CD-4 | By: Charuni.Kurumbalapit



LEGEND

A. 6" O.D. 1/4" WALL STEEL TUBE WITH CONCRETE CAP.
B. SLOPE CONCRETE BASE IN LANDSCAPE AREAS.
C. REST ON 3" DOBIES.
D. CONCRETE FOOTING.
E. AC PAVING OR CONCRETE PER PAVING PLAN.
F. CONCRETE CAP.
G. PLACE 2" WHITE REFLECTIVE TAPE.

NOTES

1. ALL TUBING SHALL BE BLACK STEEL PIPE.
2. ALL PARTS SHALL BE PAINTED WITH TWO COATS ZINC CHROMATE PRIMER AND TWO COATS EXTERIOR ENAMEL. COLOR: SAFETY YELLOW GLOSS.
3. CONCRETE SHALL BE "MINOR CONCRETE" AS DEFINED IN SECTION 71-5B OF THESE STANDARDS.

MARC STOUT
CITY ENGINEER

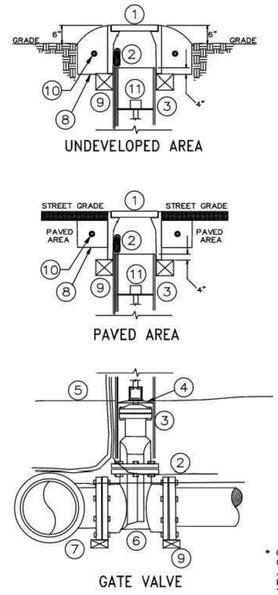
CITY OF ROSEVILLE CALIFORNIA — DEVELOPMENT SERVICES DEPARTMENT

FIXED BOLLARD

SCALE: NONE
REVISED: JANUARY 1, 2020
DRAWN BY: R MEDINA
APPROVED BY: MARC STOUT

ST-38A

13 BOLLARD
NOT TO SCALE



NOTES:

TRACING WIRE THROUGH VALVE BOXES SHALL BE PLACED OUTSIDE OF RISER BUT INSIDE OF BOX.

TRACING WIRE SHALL BE SPLICED INSIDE THE VALVE BOX PER (W-17) AND SHALL LOOP WITHIN THE VALVE BOX WITH 18" OF SLACK WIRE

ALL GATE VALVES SHALL BE CENTERED IN A ONE PIECE RISER STOCK WITH THE USE OF A RISER ALIGNER

OPERATOR NUTS DEEPER THAN 40 INCHES FROM FINISH GRADE SHALL REQUIRE A VALVE NUT EXTENSION 2 FEET MINIMUM IN LENGTH.

VALVE BOXES LOCATED IN A PAVED AREA SHALL BE PLACED IN A 6" X 6" CONCRETE COLLAR A MINIMUM OF 3" BELOW PAVEMENT

VALVE BOXES LOCATED IN A LANDSCAPED AREA SHALL BE PLACED IN A 6" X 6" CONCRETE COLLAR AT FINISHED GRADE.

VALVE BOXES LOCATED IN AN UNDEVELOPED AREA SHALL BE PLACED IN A 12" DEEP BY 6" WIDE CONCRETE COLLAR 6 INCHES ABOVE GRADE.

INSTALL (3" X 8" CONCRETE BRICK) UNDER ENTIRE PERIMETER OF BOX.

VALVES AND FITTINGS SHALL BE WRAPPED AND SEALED IN 8 MIL POLYETHYLEN.E

VALVE RISOR STOCK SHALL BE A MINIMUM OF 4" INSIDE VALVE BOX AND MINIMUM 2" BELOW METAL RING.

MATERIALS

1) CONCRETE VALVE BOX
2) #12 INSULATED TRACING WIRE OUTSIDE RISER
3) 8" RISER STOCK
4) RISER ALIGNER
5) PLASTIC BACKFILL TAPE
6) GATE VALVE
7) DUCTILE IRON TEE
8) CONCRETE COLLAR (SEE NOTES) *
9) CONCRETE BRICK (SEE NOTES)
10) #4 REBAR AROUND CIRCUM. (TYP.)
11) VALVE EXTENSION PER SECTION 81-12.B

* CONCRETE COLLAR SHALL BE PLACED FLUSH TO FINISH GRADE IN ALL COLLECTORS AND ARTERIALS, OPTIONAL IN ALL OTHER ROADWAYS. FINISH SURFACE SHALL BE MEDIUM BROOM FINISH WITH PATTERN PERPENDICULAR TO VEHICLE TRAVEL DIRECTION. SET COLLAR 1/8" BELOW ADJACENT FINISHED PAVEMENTS.

RICHARD PLECKER
ENVIRONMENTAL UTILITIES DIRECTOR

CITY OF ROSEVILLE CALIFORNIA — ENVIRONMENTAL UTILITIES DEPARTMENT

GATE VALVE & BOX

SCALE: NONE
REVISED: JANUARY 2020
DRAWN BY: R. VAN NESS
APPROVED BY: RICHARD PLECKER

W-16

15 GATE VALVE & BOX
NOT TO SCALE

NOTES:

FITTINGS SHALL BE DUCTILE IRON

VALVES AND FITTINGS SHALL BE WRAPPED IN 8 MIL. OR THICKER POLYETHYLENE.

BURIED NUTS AND BOLTS SHALL BE COATED WITH A BITUMINOUS MATERIAL. "T" BOLT HEADS DO NOT REQUIRE COATING.

HYDRANT BOLTS SHALL BE BREAK AWAY TYPE INSTALLED NUT SIDE UP AND FILLED WITH 25 YEAR SILICONE CAULK.

VALVE SHALL BE A MINIMUM OF 15' FROM HYDRANT.

USE APPROVED RESTRAINING JOINTS FROM VALVE TO HYDRANT BURY.

MARK THE LOCATION OF THE HYDRANT WITH A BLUE REFLECTOR PLACED 1' OFF STREET CENTERLINE. HYDRANTS LOCATED AT INTERSECTIONS SHALL BE MARKED ON BOTH STREETS, PER PROVISIONS IN SECTION 84 OF THE CALTRANS SPECIFICATIONS.

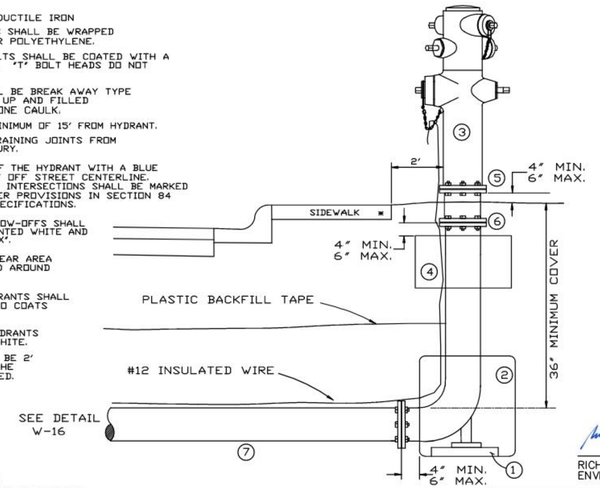
HYDRANTS USED AS BLOW-OFFS SHALL HAVE THE TOP 2' PAINTED WHITE AND BE MARKED WITH AN 'X'.

A MINIMUM 3 FOOT CLEAR AREA SHALL BE MAINTAINED AROUND THE FIRE HYDRANT.

CITY MAINTAINED HYDRANTS SHALL BE PAINTED WITH TWO COATS SAFTEY-YELLOW.

PRIVATELY OWNED HYDRANTS SHALL BE PAINTED WHITE.

* - HYDRANTS SHALL BE 2' BEHIND CURB WHEN THE SIDEWALK IS DETACHED.



MATERIALS:

1) CONCRETE BLOCKING
2) CONCRETE SUPPORT AGAINST UNDISTURBED SOIL
3) FIRE HYDRANT (LEAD FREE)
4) 12" X 12" X 12" CONCRETE COLLAR FOR STABILITY
5) BREAK AWAY SPOOL WITH BREAK AWAY BOLTS ON HYDRANT FLANGE ONLY
6) NON-BREAKAWAY BOLTS
7) FULLY RESTRAINED DUCTILE IRON PIPE ENTIRE LENGTH

RICHARD PLECKER
ENVIRONMENTAL UTILITIES DIRECTOR

CITY OF ROSEVILLE CALIFORNIA — ENVIRONMENTAL UTILITIES DEPARTMENT

FIRE HYDRANT ASSEMBLY

SCALE: NONE
REVISED: JANUARY 2017
DRAWN BY: R. VAN NESS
APPROVED BY: RICHARD PLECKER

W-13

14 FIRE HYDRANT ASSEMBLY
NOT TO SCALE

NOTES:

NO WATER SHALL BE DRAWN THROUGH THE BACKFLOW DEVICE UNTIL IT HAS BEEN TESTED BY THE THE ENVIRONMENTAL UTILITIES DEPT.

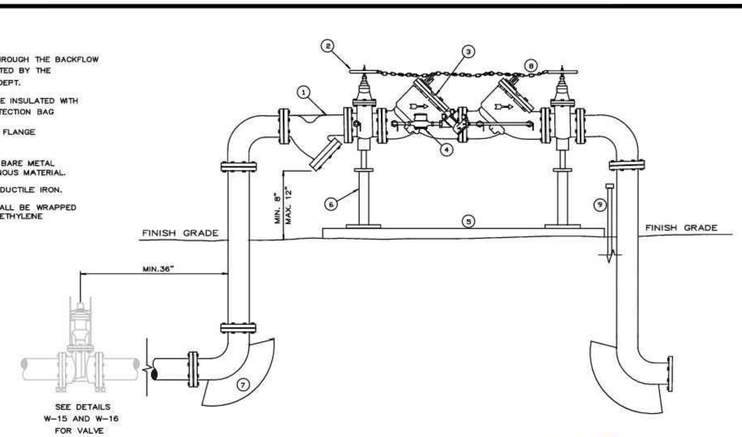
THE BACKFLOW DEVICE SHALL BE INSULATED WITH A CITY APPROVED FREEZE PROTECTION BAG

FITTINGS SHALL BE FLANGE BY FLANGE OR RESTRAINED.

BURIED NUTS AND BOLTS, AND BARE METAL SHALL BE COATED WITH BITUMINOUS MATERIAL.

PIPE AND FITTINGS SHALL BE DUCTILE IRON.

BURIED PIPE AND FITTINGS SHALL BE WRAPPED AND SEALED WITH 8 MIL POLYETHYLENE AND VINYL TAPE.



1) FLANGED "Y" TYPE STRAINER (SS OR DI)
2) OS & Y GATE VALVE (TYP.)
3) DOUBLE DETECTOR CHECK
4) WATER METER
5) 3 1/2" THICK REINFORCED CONCRETE SLAB W/#4 REBAR 12" ON CENTER.
6) SUPPORTS 2-TYP. SHALL BE BOLTED DOWN WITH A MINIMUM OF TWO BOLTS EACH
7) THRUST BLOCK (TYP.)
8) 1/4" NON CASE HARDENED CHAIN WITH BREAKAWAY LOCK BETWEEN VALVES.
9) VALVE TAMPER SWITCH CONDUIT TO BUILDING FIRE CONTROL ROOM.

RICHARD PLECKER
ENVIRONMENTAL UTILITIES DIRECTOR

CITY OF ROSEVILLE CALIFORNIA — ENVIRONMENTAL UTILITIES DEPARTMENT

ONSITE FIRE PROTECTION

SCALE: NONE
REVISED: JANUARY 2019
DRAWN BY: R. VAN NESS
APPROVED BY: RICHARD PLECKER

W-3

16 FIRE PROTECTION ASSEMBLY
NOT TO SCALE

CD-3

REVISIONS

NO.	DESCRIPTION	DATE	BY

BENCH MARK — ELEV. SEE NOTES

THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.

FIELD BOOK

SCALE
HORIZ. 1"=20'
VERT. ____

CITY# 400164

CITY OF ROSEVILLE CALIFORNIA

PSOMAS
1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: MEGAN BUCHE DATE 9/2021
CHECKED BY: BRIAN WRIGHT DATE 9/2021
DRAWN BY: CHARUNI KURUMBALAPITIYA DATE 9/2021

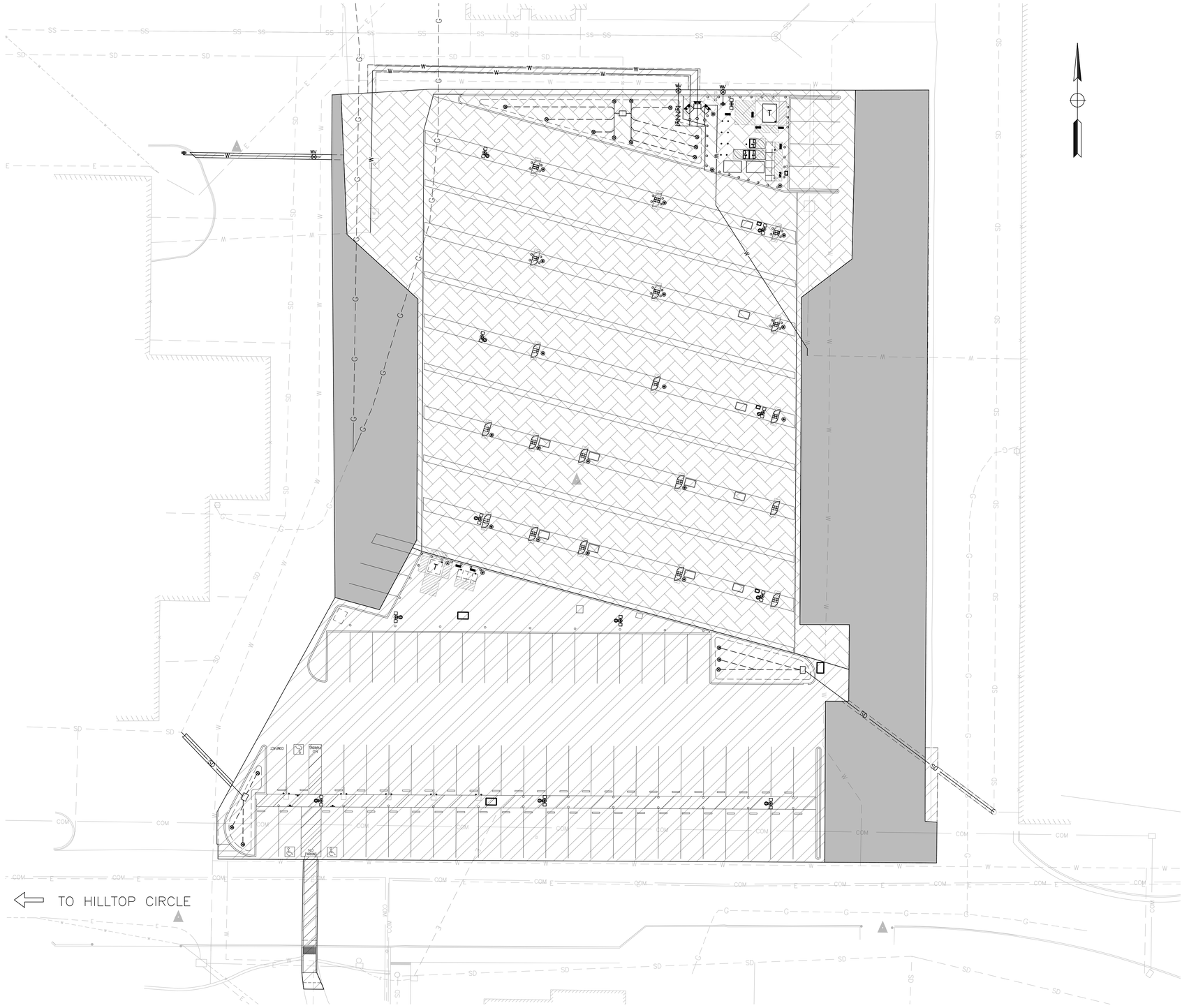
REGISTERED PROFESSIONAL ENGINEER — BRIAN G. WRIGHT — No. C59331 — Exp. 6-30-23 — CIVIL — STATE OF CALIFORNIA

CITY OF ROSEVILLE CORPORATION YARD
ZERO EMISSION BUS DEPOT PROJECT
CONSTRUCTION DETAILS

SHEET 15 — OF — 47

Xrefs: ZEBD-C-BORDER(ZEBD-C-SITE)V-TPG-HilltopBusDepot\V-TPG-HilltopBusDepot_DEMO(ZEBD-C-TOPO-ADDITIONS
Images: BMP-5.jpg(BMP-8.jpg(DR-22.jpg(ST-38A.jpg(W-13.png(W-3.jpg(W-16.jpg(cropped COR black logo.tif)

Plotted: 12/20/2021 12:42:38. | Drawing: \\pprod.psomas.corp\panzuraprojects\ros_projects\6ROS013305\TRANSP\DESIGN\ROAD\SHEETS\13-16-ZEBD-CONSTRUCTION-DETAILS.dwg | Layout: CD-3 | By: Charuni.Kurumbalapit



NOTES:

1. SEE SITE PLAN AND UTILITY PLAN FOR SITE-SPECIFIC FEATURES AND UTILITY INFORMATION NOT SHOWN ON THIS SHEET.
2. INSTALL CONDUITS AND ELECTRICAL WIRING FOR CHARGING EQUIPMENT PRIOR TO CONSTRUCTION OF NEW PAVEMENT. SEE SHEETS EC-1-4 FOR ELECTRICAL LAYOUT
3. MAINTAIN ACCESS TO DRIVEWAYS FOR ON-SITE BUS CIRCULATION PATH DURING CONSTRUCTION
4. CONTRACTOR TO MAINTAIN ACCESS TO FIRE FLOW EQUIPMENT DURING CONSTRUCTION.
5. CONTRACTOR TO MAINTAIN 10 PARKING SPOTS ON THE EAST SIDE ONLY DURING STAGE 1.
6. CONTRACTOR TO PROVIDE JPCP TRANSVERSE JOINT PLACEMENT PLAN.

STAGE 1 CONSTRUCTION NOTES:

1. EXCAVATE GRASSY KNOLL AND DEMO EXISTING FEATURES (SEE SHEET D-1) AND PLACE ALL UNDERGROUND UTILITIES AND NEW ELECTRICAL CONDUIT AT BUS AND LIGHT DUTY FLEET PARKING LOTS
2. CONSTRUCT LIGHT DUTY PARKING LOT, LANDSCAPED MEDIAN, SOUTHWEST AND SOUTHEAST BIORETENTION AREAS, AND CURB RAMP.
3. INSTALL FLEET PARKING AND CROSSWALK STRIPING, AND ELECTRICAL CHARGING EQUIPMENT.

STAGE 2 CONSTRUCTION NOTES:

1. CONSTRUCT BUS PARKING LOT, NORTHERN BIORETENTION AREA AND INSTALL RELOCATED FIRE DEPARTMENT CONNECTIONS.

STAGE 3 CONSTRUCTION NOTES:

1. RELOCATE ITEMS TO FINAL LOCATION
2. COLD PLANE AND PLACE HMA OVERLAY BETWEEN SAWCUT AND COLD PLANE LIMITS

LEGEND:

WORK DONE – STAGE 1

WORK DONE – STAGE 2

WORK DONE – STAGE 3

SC-1

REVISIONS NO.	DESCRIPTION	DATE	BY

BENCH MARK — ELEV. SEE NOTES

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FIELD BOOK

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CITY OF ROSEVILLE CORPORATION YARD
ZERO EMISSION BUS DEPOT PROJECT
STAGE CONSTRUCTION PLAN

SHEET 17 — OF — 47

Xrefs: ZEBD-C-BORDER|ZEBD-X-UTIL|ZEBD-C-SITE|ZEBD-X-UTIL -DEMO|V-TPG-HilltopBusDepotV-TPG-HilltopBusDepotV-DEMO|ZEBD-C-TOPO-ADDITIONS|Aerial|ZEBD-C-UTIL
Images: cropped COR black logo.tif

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LEGEND

FDC FIRE DEPARTMENT CONNECTION
PIV POST INDICATOR VALVE
BFP BACKFLOW PREVENTER
SERVICE COVERAGE OF PROPOSED FIRE HYDRANT
SERVICE COVERAGE OF (E) FIRE HYDRANT
FIRE ACCESS PATH LIMITS

NOTES:

1. ASSUME EXISTING BUILDINGS HAVE AUTOMATIC FIRE SPRINKLERS
2. MIN FIRE FLOW REQUIREMENT DETERMINED TO BE LESS THAN 1500 GPM FOR BASED ON APPENDIX B, TABLE 105.2, FOOTNOTE b.

BLDG 2055
TYPE II-B
28,867 SF
FIRE FLOW: 3,500 GPM
MIN FIRE FLOW: 1,500 GPM

ACCESS ROUTE FROM HILLTOP CIRCLE

MIN TURNING RADIUS = 26.00'

26.00'

29.93'

(E) FDC TO 2055 HILLTOP CIR TO BE RELOCATED

PROPOSED FDC ASSEMBLY SEE ENLARGEMENT

PROPOSED FIRE HYDRANT

R250.00'

PROPOSED FIRE HYDRANT

(E) FIRE HYDRANT TO BE RELOCATED

(E) FDC TO 2075 HILLTOP CIR TO BE RELOCATED

HILLTOP CIRCLE

BLDG 2075
TYPE II-B
28,526 SF
FIRE FLOW: 3,500 GPM
MIN FIRE FLOW: 1,500 GPM

(E) FIRE HYDRANT TO BE REMOVED

(E) FDC TO 2025 HILLTOP CIR TO BE RELOCATED

R250.00'

BLDG 2025
TYPE II-B
36,432 SF
FIRE FLOW: 4,000 GPM
MIN FIRE FLOW: 1,500 GPM

R250.00'

(E) FIRE HYDRANT TO REMAIN

HILLTOP CIRCLE

COM TO HILLTOP CIRCLE

R250.00'

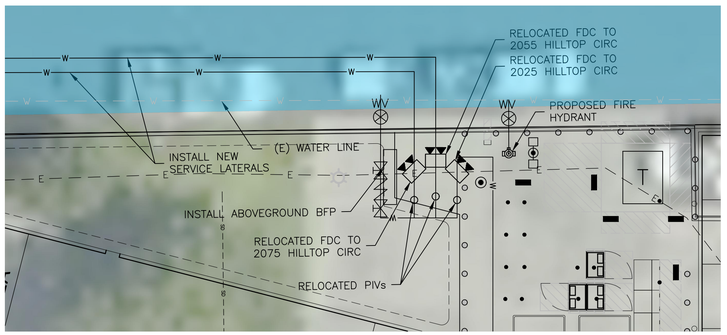
35.39'

(E) FIRE HYDRANT TO REMAIN

BLDG 2075
TYPE II-B
36,891 SF
FIRE FLOW: 4,000 GPM
MIN FIRE FLOW: 1,500 GPM

R250.00'

(E) FIRE HYDRANT TO REMAIN



FDC ASSEMBLY ENLARGEMENT

FP-1

REVISIONS NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. SEE NOTES

THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.

FIELD BOOK

SCALE
HORIZ. 1"=40'
VERT. ____

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CITY OF ROSEVILLE CALIFORNIA

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DRAWN BY: CHARUNI KURUMBALAPITIYA DATE 9/2021

REGISTERED PROFESSIONAL ENGINEER
BRIAN G. WRIGHT
No. C59331
Exp. 6-30-23
CIVIL
STATE OF CALIFORNIA

CITY OF ROSEVILLE CORPORATION YARD
ZERO EMISSION BUS DEPOT PROJECT
FIRE ACCESS PLAN

SHEET 18 — OF — 47

Xrefs: ZEBD-C-BORDER\ZEBD-C-TOPO-ADDITIONS\ZEBD-C-SITE\ZEBD-X-UTILV-TPG-HilltopBusDepot\Aerial\ZEBD-C-UTILV-TPG-HilltopBusDepot_DEMO
Images: cropped COR black logo.tif

Plotted: 12/20/2021 12:43:15. | Drawing: \\pprod.psomas.corp\panzuraprojects\ros_projects\6ROS013305\TRANSP\DESIGN\ROAD\SHEETS\18-ZEBD-FIRE-ACCESS-PLAN.dwg | Layout: FP-1 | By: Charuni.Kurumbalapit

NOTES:

1. SEE SHEET CD-1, DETAIL 1 FOR STRIPING AND SIGNING INFORMATION AT ADA AND VAN ACCESSIBLE PARKING STALLS AND CROSSWALK AT LIGHT DUTY PARKING LOT

LEGEND:

ACCESSIBLE ROUTE OF TRAVEL AT LIGHT DUTY PARKING LOT

DIRECTION OF TRAVEL

SA-1

REVISIONS NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. SEE NOTES

THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.

FIELD BOOK

SCALE
HORIZ. 1"=20'
VERT. ____

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CITY OF ROSEVILLE CALIFORNIA

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STATE OF CALIFORNIA

CITY OF ROSEVILLE CORPORATION YARD
ZERO EMISSION BUS DEPOT PROJECT
SITE ACCESSIBILITY PLAN

SHEET 19 OF 47

Xrefs: ZEBD-C-BORDER/ZEBD-C-TOPO-ADDITIONS)V-TPG-HilltopBusDepot_DEMO/ZEBD-C-SITE
Images: cropped COR black logo.tif

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UNAUTHORIZED CHANGES & USES:
M. Neils Engineering, Inc. preparing these plans will not be responsible for, or liable for unauthorized changes to or uses to these plans. All changes to these plans must be in writing and must be approved by M. Neils Engineering, Inc.

ABBREVIATIONS

A	AMPERES	LV	LOW VOLTAGE
AC	ALTERNATING CURRENT	MAX.	MAXIMUM
A.F.F.	ABOVE FINISHED FLOOR	MDF	MAIN DISTRIBUTION FRAME
A.I.C.	AMPERE INTERRUPTING CAPACITY	MFR.	MANUFACTURER
AMP	AMPERE	MIN.	MINIMUM
AWG	AMERICAN WIRE GAUGE	MTD.	MOUNTED
BKR	BREAKER	N	NEUTRAL
C.	CONDUIT	(N)	NEW
C.B.	CIRCUIT BREAKER	NEMA	NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION
CD	CANDELA	N.I.C.	NOT IN CONTRACT
CKT	CIRCUIT	NL	NIGHT LIGHT
C.O.	CONDUIT ONLY, WITH PULL WIRE	NM	NON-METALLIC CABLE
C.T.	CURRENT TRANSFORMER	PCS	POWER CHARGING SYSTEM
DC	DIRECT CURRENT	PFB	PROVISIONS FOR FUTURE CIRCUIT BREAKER
(E)	EXISTING	PH	PHASE
EL	EVENING LIGHT	(R)	REMOVE
EM	EMERGENCY	(RE)	RELOCATE EXISTING
(ER)	EXISTING RELOCATED	RCPT.	RECEPTACLE
EMT	ELECTRICAL METALLIC CONDUIT	RSVL	ROSEVILLE
EVD	ELECTRIC VEHICLE DISPENSER	S.M.S	SHEET METAL SCREW
EVS	ELECTRIC VEHICLE CHARGING STATION	SWBD	SWITCHBOARD
(F)	FUTURE	SYS	SYSTEM
FACP	FIRE ALARM CONTROL PANEL	TV	TELEVISION
FAPS	FIRE ALARM POWER SUPPLY	TYP.	TYPICAL
FATC	FIRE ALARM TERMINAL CABINET	TVSS	TRANSIENT VOLTAGE SURGE SUPPRESSION
GA.	GAUGE	UG	UNDERGROUND
GND	GROUND	UGPB	UNDERGROUND PULLBOX
GFCI	GROUND FAULT CIRCUIT INTERRUPTER	UL	UNDERWRITERS LABORATORY
HP	HORSEPOWER	UNO /	UNLESS NOTED OTHERWISE
HVAC	HEATING, VENTILATING AND AIR CONDITIONING	UON	UNLESS OTHERWISE NOTED
HZ.	HERTZ (CYCLES/SEC)	UP	UNDERGROUND PRIMARY VAULT
Isc	SHORT CIRCUIT CURRENT (AMPS)	USEC	UNDERGROUND SECONDARY VAULT
ISO	ISOLATED	V	VOLT(AGE)(S)
K	THOUSAND	VA	VOLT-AMPERES
KV	KILO VOLT	W	WIRE, WATT
KVA	KILO VOLT AMPERE	WP	WEATHER PROTECTED
KW	KILO WATT	WR	WEATHER RESISTANT
KWH	KILO WATT HOUR	XFMR	TRANSFORMER
LT.	LIGHT		

LUMINAIRE SCHEDULE

TYPE	MANUFACTURER / CATALOG NO.	VOLTAGE / DESCRIPTION	LIGHT SOURCE (LED, WATTS, LUMENS, COLOR TEMPERATURE, CRI, R9 IF AVAILABLE)	MOUNTING	REMARK NOTE No.
S2	SIGNIFY - LUMEC ROADSTAR GPLS-48L1050NW-G2-4-UNV-DMG-RCD7-H8-GY3	UNV AREA LUMINAIRE, (2) HEADS, 90° CONFIGURATION	LED, 162W, 15979L, 3000K°, 70CRI (PER HEAD), BUG RATING B2-U0-G3	30 FEET POLE MOUNT	(1)(2)(3)

LUMINAIRE SCHEDULE REMARK NOTES:

(1) FIXTURE SHALL HAVE 0-10V DIMMING POWER SUPPLY.

(2) PROVIDE MOTION SENSORS FOR FULL COVERAGE. LUMINAIRE TO DIM TO 25%.

(3) LABEL LUMINAIRE "SUITABLE FOR DAMP LOCATION" PER 2019 CEC ARTICLE 410. 10(A) & (D).

GENERAL NOTE:

REFER TO PLAN FOR LOCATION, QUANTITIES, AND SWITCH FUNCTION.

ELECTRICAL SYMBOL LIST

X ABC-# — ONE-ARM BRACKET LUMINAIRE, WITH POLE AND BASE. (LETTER "X" INDICATES TYPE, "a" DENOTES SWITCH FUNCTION, "ABC-#" INDICATES PANEL AND CIRCUIT NUMBER - TYPICAL FOR ALL LUMINAIRES UNLESS NOTED OTHERWISE).

TWO-ARM BRACKET LUMINAIRE, 180 DEGREE ANGLE, WITH POLE AND BASE

+XX" ABC-# — DUPLEX CONVENIENCE OUTLET - NEMA 5-20R +18" AFF TYPICAL FOR ALL CONVENIENCE OUTLETS, UNLESS NOTED OTHERWISE (OUTLETS ABOVE COUNTER MOUNTED HORIZONTALLY AT +44" AFF UNO, TV OUTLETS AT +72" AFF UNO, "+XX" INDICATES MOUNTING HEIGHT OTHER THAN 18", "ABC-#" INDICATES PANEL AND CIRCUIT NUMBER - TYPICAL FOR ALL OUTLETS UNLESS NOTED OTHERWISE).

CONDUIT RUN CONCEALED IN CEILINGS OR WALLS. NUMBER OF HASH MARKS DENOTES QUANTITY OF WIRES. CURVED HASH MARK DENOTES QUANTITY OF #12 GREEN GROUND WIRES. CONDUCTORS OTHER THAN #12 ARE INDICATED ON PLANS. NO HASH MARKS DENOTES 2 #12 AWG AND 1 #12 GREEN GROUND IN 1/2" CONDUIT. TYPICAL FOR ALL CONDUITS.

CONDUIT RUN UNDERFLOOR OR UNDERGROUND MINIMUM 1" DIAMETER.

CONDUIT HOMERUN TO PANELBOARD, SWITCHBOARD OR TERMINAL CABINET

CONDUIT WITH CAP

CONDUIT STUB WITH INSULATED BUSHING

CONDUIT TURNED AND RISED UP

CONDUIT TURNED AND DROPPED DOWN

EXISTING CONDUIT RUN CONCEALED IN CEILINGS OR WALLS. NUMBER OF HASH MARKS DENOTES QUANTITY OF EXISTING WIRES. CURVED HASH MARK DENOTES QUANTITY OF EXISTING GROUND WIRES.

EXISTING CONDUIT AND WIRING

EXISTING CONDUIT TO BE REMOVED OR ABANDONED, REMOVE WIRES. COORDINATE WITH OWNER.

1 — DRAWING SHEET NUMBERED NOTE DESIGNATION - APPLIES TO NUMBERED NOTE ON SAME SHEET

1 / E1 — DRAWING PLAN OR DETAIL DESIGNATION - "1" OR "A" DENOTES PLAN OR DETAIL NUMBER, "E-1" DENOTES SHEET NUMBER

T — ELECTRICAL TRANSFORMER. RATING PER SPECIFICATIONS.

PB# — ELECTRICAL PULL BOX. "PB#" INDICATES SIZE CORRESPONDING TO PULL BOX SCHEDULE.

ELECTRIC POWER CABINET SYSTEM WITH WORKING CLEARANCE SHOWN.

ELECTRIC VEHICLE DISPENSER & BOLLARDS WITH WORKING CLEARANCE SHOWN.

DUAL ELECTRIC VEHICLE CAR CHARGER WITH BOLLARDS

SYMBOL LIST NOTES:

1. "ABC-#" INDICATES PANEL AND CIRCUIT NUMBER.
2. MINIMUM CONDUCTOR SIZE FOR 120V BRANCH CIRCUITS SHALL BE #12 AWG. AT A MINIMUM ALL BRANCH CIRCUITS SHALL CONTAIN 3/4"C, 2#12 AWG AND 1#12 GND UNLESS OTHERWISE INDICATED.
3. EXISTING ELECTRICAL EQUIPMENT, OUTLETS, AND DEVICES ARE SHOWN THE SAME AS NEW, EXCEPT LIGHTLY AND ACCOMPANIED BY (E). SUCH ELECTRICAL EQUIPMENT, OUTLETS, AND DEVICES ARE TO REMAIN AS IS, UNLESS OTHERWISE NOTED ON PLAN OR SPECIFICATION.
4. VERIFY ON SITE THAT ALL PANELBOARDS HAVE MINIMUM WORKING SPACES PER CODE AND THAT THE DEDICATED PANELBOARD SPACES ARE CLEAR OF ALL DUCTS, PIPING, AND EQUIPMENT FOREIGN TO THE PANEL BOARDS. NOTIFY THE ENGINEER FOR CORRECTIVE ACTION IN THE EVENT THAT FOREIGN OBJECTS IMPEDE THE DEDICATED PANELBOARD AREAS.
5. WHERE CONDUIT STUB IS INDICATED, PROVIDE CONDUIT WITH BUSHING AT THE END OF CONDUIT AND PULL ROPE INTO ACCESSIBLE CEILING AREA.

ELECTRICAL SHEET INDEX

No. OF SHEETS	DRAWING No.	DRAWING DESCRIPTIONS
1	E0.01	ELECTRICAL SHEET INDEX, SYMBOL LIST, ABBREVIATIONS, AND GENERAL NOTES
2	E1.00	SITE PLAN - UTILITY UPGRADES
3	E1.01	SITE PLAN - ELECTRICAL DEMOLITION
4	E1.02	PARTIAL SITE PLAN - ELECTRICAL REMODEL
5	E1.03	PARTIAL FLEET SITE PLAN - ELECTRICAL REMODEL
6	E1.04	PARTIAL SITE PLAN - PHOTOMETRIC PLAN
7	E1.05	PARTIAL FLEET SITE PLAN - PHOTOMETRIC PLAN
8	E2.01	ONE-LINE POWER DIAGRAM (N) "MSBB" (BUS)
9	E2.02	ONE-LINE POWER DIAGRAM (N) "MSBF" (FLEET)
10	E2.03	PANEL SCHEDULES
11	E3.01	ELECTRICAL DETAILS
12	E3.02	ELECTRICAL DETAILS
13	E3.03	ELECTRICAL DETAILS
14	E3.04	ELECTRICAL DETAILS
15	E3.05	ELECTRICAL DETAILS
16	E3.06	ELECTRICAL DETAILS
17	E3.07	ELECTRICAL DETAILS
18	E4.01	TITLE 24 - OUTDOOR LIGHTING COMPLIANCE FORMS

** UNDERGROUND DIGGING CAUTION **

USE EXTREME CAUTION WHEN DIGGING TO AVOID BURIED UTILITY CABLES, CONDUITS, AND PIPING. CALL "UNDERGROUND SERVICE ALERT" (U.S.A.):

1-800-642-2444

TWO WORKING DAYS BEFORE DIGGING TO VERIFY UNDERGROUND UTILITIES.

PROJECT DESCRIPTION

THE INTENT OF THE DRAWINGS AND SPECIFICATIONS IS TO PROVIDE POWER DISTRIBUTION SERVICE EQUIPMENT FOR (6) ELECTRIC VEHICLE CHARGING SYSTEMS THAT FEED (15) ELECTRIC VEHICLE DISPENSERS FOR ELECTRIC BUSSES, AND UNDERGROUND INFRASTRUCTURE FOR (16) ADDITIONAL FUTURE ELECTRICAL BUSSES. ALSO PROVIDE CHARGING STATIONS FOR (10) FLEET VEHICLES AND UNDERGROUND INFRASTRUCTURE FOR ALL FUTURE FLEET PARKING. SITE LIGHTING AND CONVENIENCE OUTLETS ALSO PROVIDED THROUGHOUT THE SITE.

SHOULD ANY CONDITIONS DEVELOP, NOT COVERED BY THE CONTRACT DOCUMENTS, WHEREIN THE FINISHED WORK WILL NOT COMPLY WITH ALL REQUIRED CODES, A CHANGE ORDER DETAILING AND SPECIFYING THE REQUIRED WORK SHALL BE SUBMITTED TO, AND APPROVED BY, THE AGENCY BEFORE PROCEEDING WITH THE WORK.

M. NEILS ENGINEERING, INC.
Electrical Engineers | Lighting Designers
100 Howe Ave., Suite 235N
Sacramento, CA 95825-8217
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Tel: (916) 923-4400
PROJECT #: 21028.21
PROJECT MGR: Julia Brodovsky

REVISIONS

NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. SEE NOTES

THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.

FIELD BOOK

SCALE
HORIZ. _____
VERT. _____

CITY# 400164

CITY OF ROSEVILLE CALIFORNIA

PSOMAS
1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: JULIA BRODOVSKY DATE 12/2021
CHECKED BY: JESSE BASTIAN DATE 12/2021
DRAWN BY: WILLIE PUJANES/ BRANDON STEINLEIN DATE 12/2021

REGISTERED PROFESSIONAL ENGINEER — JESSE U. BASTIAN — No. E20229 Exp. 03-31-23 — ELECTRICAL — STATE OF CALIFORNIA
12-17-21

CITY OF ROSEVILLE CORPORATION YARD
ZERO EMISSION BUS DEPOT PROJECT
ELECTRICAL SHEET INDEX, SYMBOL LIST, ABBREVIATIONS AND GENERAL NOTES

SHEET E0.01 — OF — 47

Xrefs: x21028.21 txt| JUBstamp
Images: cropped COR block logo.tif|

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UNAUTHORIZED CHANGES & USES:
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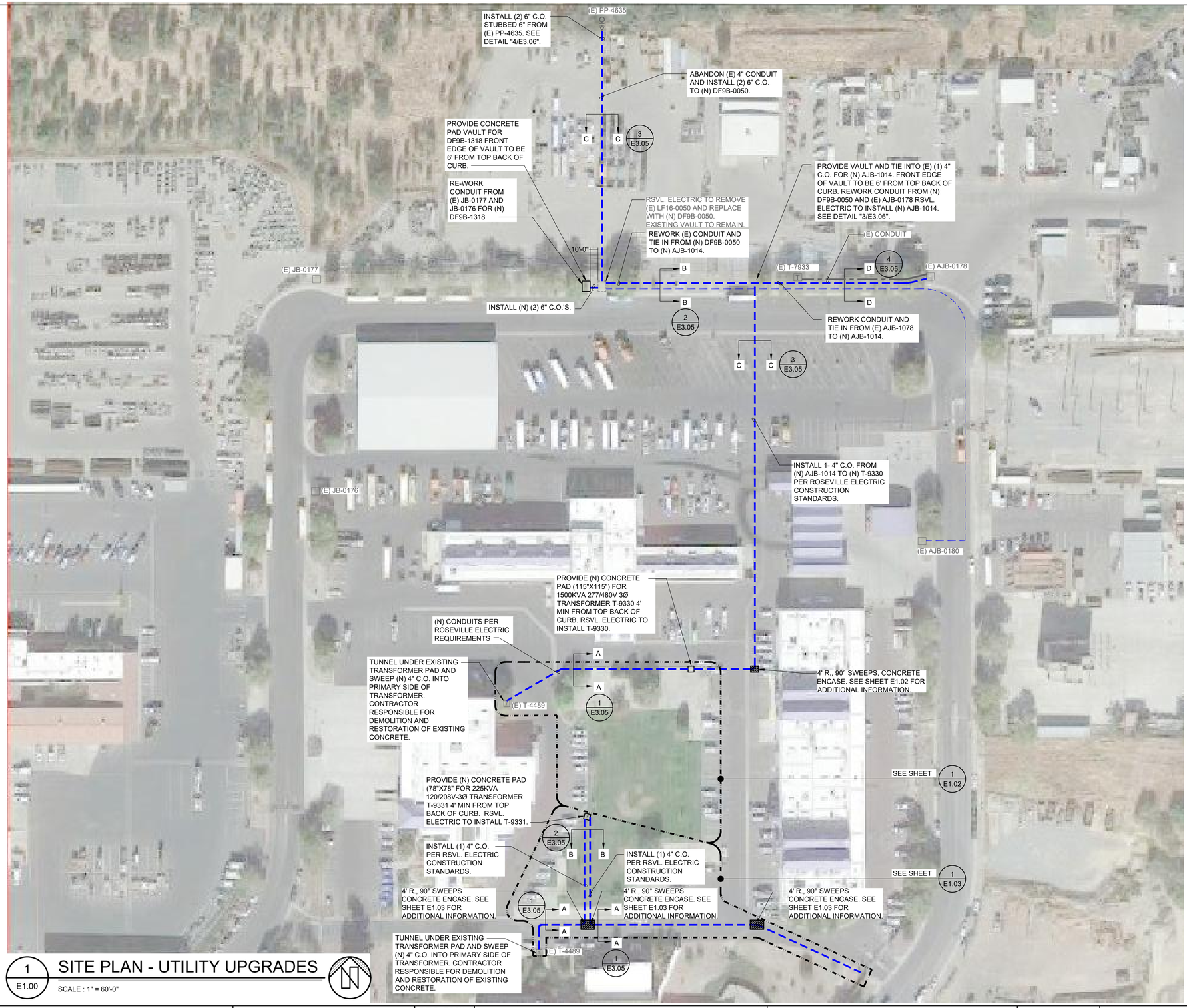
Xrefs: x21028.21 bdr(V-TPC-HilltopBusDepot (demo)) JUBstamp
Images: Roseville Corporation Yard.JPG(Cropped COR black logo.tif]



1 E1.00 SITE PLAN - UTILITY UPGRADES

SCALE : 1" = 60'-0"

GENERAL NOTE

ALL WORK SHOWN ON THIS PLAN IS THE RESPONSIBILITY OF THE CONTRACTOR UNLESS NOTED OTHERWISE AND IS BASED ON ROSEVILLE ELECTRIC'S "CITY OF ROSEVILLE CORPORATION YARD ZERO EMISSION BUS DEPOT - PLAN FOR ELECTRIC UTILITY IMPROVEMENTS" DRAWINGS. REFER TO ROSEVILLE ELECTRIC'S DRAWINGS FOR ROSEVILLE ELECTRIC'S SCOPE OF WORK.

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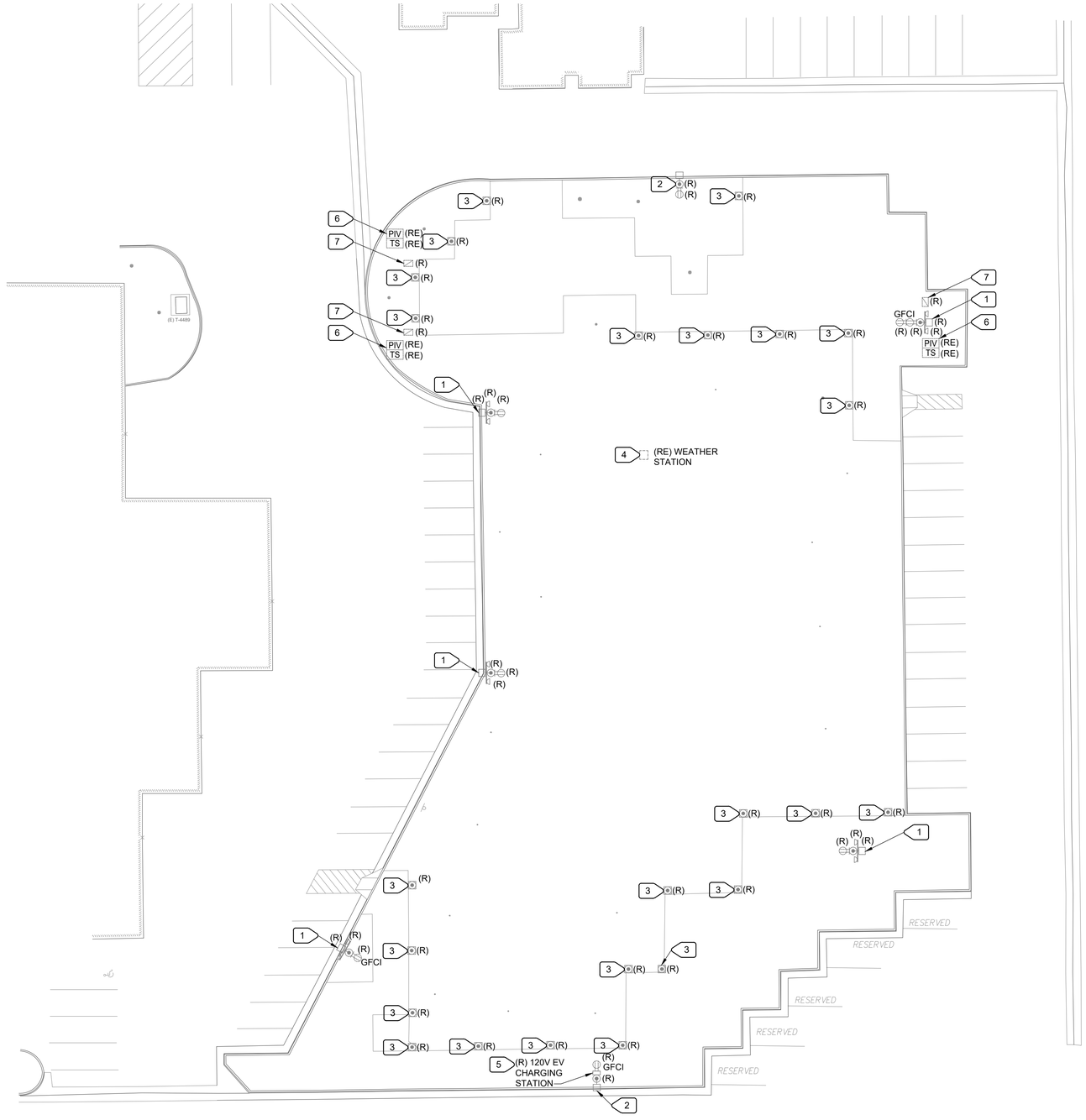
CITY OF ROSEVILLE CORPORATION YARD
ZERO EMISSION BUS DEPOT PROJECT
SITE PLAN - UTILITY UPGRADES

SHEET E1.00 — OF — 47



1 / E1.01 SITE PLAN - ELECTRICAL DEMOLITION

SCALE : 1" = 20'-0"

NUMBERED NOTES

1. COMPLETELY DEMOLISH EXISTING LUMINAIRE HEAD, POLE AND CONCRETE BASE. REMOVE POLE MOUNTED DOUBLE-HEAD FLOOD LIGHT AND DUPLEX RECEPTACLE. REMOVE ASSOCIATED CIRCUIT(S), CONDUIT(S) AND WIRING BACK TO POWER SOURCE.
2. COMPLETELY DEMOLISH EXISTING LUMINAIRE HEAD, POLE AND CONCRETE BASE. REMOVE POLE MOUNTED DUPLEX RECEPTACLE. REMOVE ASSOCIATED CIRCUIT(S), CONDUIT(S) AND WIRING BACK TO POWER SOURCE.
3. COMPLETELY DEMOLISH BOLLARD LIGHTS AND CONCRETE BASE. REMOVE ASSOCIATED CIRCUIT, CONDUIT AND WIRING BACK TO POWER SOURCE.
4. REMOVE, CLEAN AND PROTECT EXISTING WEATHER STATION. RELOCATE DURING THE REMODEL PHASE. COORDINATE NEW LOCATION WITH THE OWNER REPRESENTATIVE.
5. DEMOLISH EXISTING POLE MOUNTED EV CHARGING STATION. REMOVE CIRCUIT, CONDUIT AND WIRING BACK TO POWER SOURCE. RETURN (E) CHARGING STATION TO OWNER.
6. RELOCATE POST INDICATOR VALVE (PIV) WITH TAMPER SWITCH (TS). PROVIDE HEAVY-DUTY FULL TRAFFIC RATED UNDERGROUND PULL BOX. SPLICE, INTERCEPT AND EXTEND FIRE ALARM CIRCUIT TO NEW LOCATION AND RECONNECT TO TAMPER SWITCH.
7. REPLACE EXISTING UNDERGROUND PULL BOX AND COVER WITH NEW HEAVY-DUTY, FULL TRAFFIC RATED BOX AND COVER.

GENERAL NOTES

1. UPDATE, AND PROVIDE TYPED AND PRINTED PANEL SCHEDULE. IF CIRCUIT IS NO LONGER IN USE, FLIP CIRCUIT BREAKER TO "OFF" POSITION, AND LABEL CIRCUIT IN PANEL SCHEDULE AS "SPARE".
2. DOCUMENT ANY FIELD DISCOVERIES AND REVISIONS ON AS-BUILT DRAWINGS FOR OWNER'S RECORD.
3. SEE SHEETS E1.02 AND E1.03 FOR NEW WORK.

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12-17-21

CITY OF ROSEVILLE CORPORATION YARD
ZERO EMISSION BUS DEPOT PROJECT
SITE PLAN - ELECTRICAL DEMOLITION

SHEET E1.01 — OF — 47

Xrefs: x21028.21 bd(AT-TPC-HilltopBusDepot (demo)) JUBstamp
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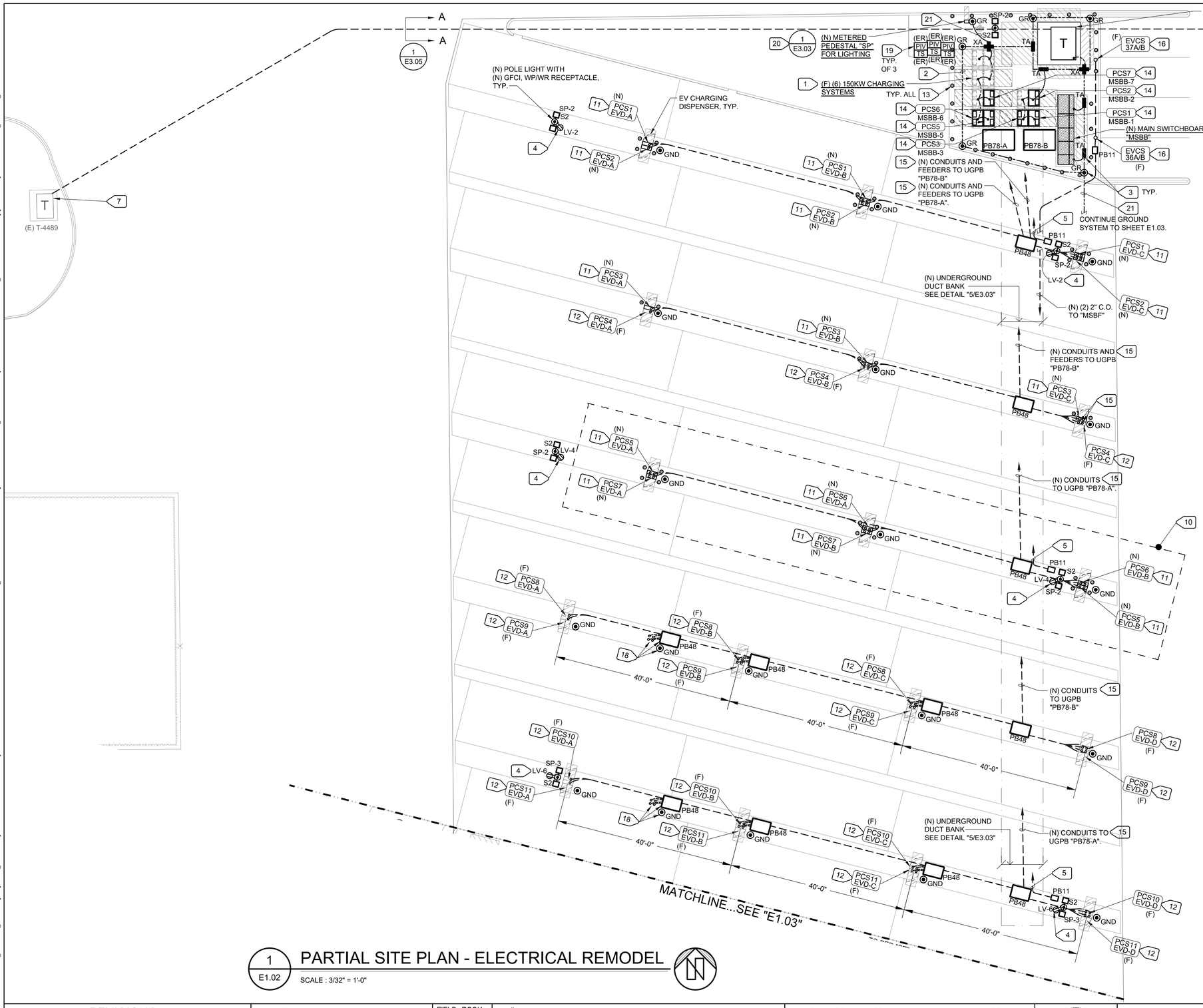

1 E1.02 PARTIAL SITE PLAN - ELECTRICAL REMODEL

SCALE : 3/32" = 1'-0"

NUMBERED NOTES

1. STUB-UP SPARE CONDUITS WITH PULLROPES FOR FUTURE CHARGER SYSTEMS PCS4 THRU PCS11. SEE ONE-LINE FOR SIZES AND QUANTITIES.
2. PROVIDE GROUNDING RING FOR NEW ELECTRICAL EQUIPMENT. COORDINATE ROUTING WITH EXISTING UNDERGROUND UTILITIES.
3. SEE ELECTRICAL DETAIL SHEETS FOR CADWELD CONNECTIONS DETAIL.
4. PROVIDE 1"C., 2#10 AND 1#10 GND FOR GFCI, WP/WR CONVENIENCE RECEPTACLE CIRCUIT. MOUNT ON LIGHT POLE.
5. LIGHTING CIRCUIT TO PEDESTAL "SP" AND RECEPTACLE CIRCUIT TO PANEL "LV".
6. PROVIDE AND PLACE CONCRETE PAD (115"X115") FOR 1500kVA, 277/480V-3Ø, TRANSFORMER T-9330 4' MIN FROM TOP BACK OF CURB. RSVL. ELECTRIC TO INSTALL T-9330. MAINTAIN ALL WORKING CLEARANCES REQUIRED BY ROSEVILLE ELECTRIC.
7. TUNNEL UNDER EXISTING TRANSFORMER PAD AND SWEEP (N) 4" C.O. INTO PRIMARY SIDE OF TRANSFORMER. CONTRACTOR RESPONSIBLE FOR DEMOLITION AND RESTORATION OF EXISTING CONCRETE.
8. INSTALL 2500 AMP, 277/480V, 3Ø SERVICE.
9. INSTALL (1) 4" C.O. FROM (N) AJB-1014 TO (N) T-9330 PER ROSEVILLE ELECTRIC CONSTRUCTION STANDARDS.
10. CHARGER LOCATIONS ARE PLACED DELIBERATELY AND HAVE BEEN VERIFIED WITH OWNER. SEE ONE-LINE FOR EACH STATION'S POWER REQUIREMENTS.
11. SEE FOUNDATION DETAIL "2/E3.01". MULTIPLE CONDUIT STUBS FOR DISPENSERS, SEE ONE-LINE FOR SIZES AND QUANTITIES.
12. SEE FOUNDATION DETAIL "4/E3.02". MULTIPLE CONDUIT STUBS FOR FUTURE DISPENSERS, SEE ONE-LINE FOR SIZES AND QUANTITIES.
13. TRAFFIC BOLLARDS PER ROSEVILLE ELECTRICAL STANDARDS. SEE CIVIL SHEET CD-3, DETAIL 13. ROSEVILLE ELECTRIC TO DETERMINE THE QUANTITY AND PLACEMENT OF BOLLARDS FOR UTILITY TRANSFORMER.
14. NEW 150KW ELECTRIC VEHICLE POWER CABINET SYSTEM.
15. SEE ONE-LINE POWER DIAGRAM FOR CONDUIT AND CONDUCTOR SIZES/QUANTITIES.
16. (1) 2" CONDUIT STUB WITH PULL ROPE FOR (F) FLEET CHARGER.
17. 4' RADIUS, 90° CONDUIT SWEEPS, CONCRETE ENCASED. CONDUITS THAT ARE TO BE ENCASED IN CONCRETE SHALL BE ENCASED WITH A 3/8" AGGREGATE CONCRETE MIX WITH A 5" SLUMP AND WITH A NOMINAL COMPRESSIVE STRENGTH OF 2500 LBS. THE ENCASEMENT SHALL COVER AT LEAST 3" ON ALL SIDES OF THE DUCT BANK. SEE ROSEVILLE ELECTRIC CONSTRUCTION STANDARD "CONDUIT REQUIREMENTS AND SPECIFICATIONS."
18. PROVIDE UNDERGROUND PULL BOX, CONDUIT STUBS, AND FUTURE GROUND CONNECTION FOR MORE FLEXIBILITY OF WHERE TO LOCATE ANOTHER FUTURE EVD DISPENSER.
19. EXISTING POST INDICATOR VALVE (PIV) WITH TAMPER SWITCH (TS) RELOCATED.
20. CREATE A PLACARD IDENTIFYING EACH SERVICE ON THE PREMISE AND PLACE ON ALL SERVICES.
21. PROVIDE A MAIN GROUNDING SYSTEM BY BONDING THE THREE SERVICES ("MSBB", "MSBF", AND "SP") SYSTEMS GROUNDING, CREATING A MAIN GROUNDING SYSTEM AT THIS LOCATION. SERVICE "MSBF" IS LOCATED ON SHEET E1.03.

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PROJECT #: 21028.21
PROJECT MGR: Julia Brodovsky

REVISIONS

NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. SEE NOTES

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FIELD BOOK

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HORIZ. _____
VERT. _____

CITY# 400164

CITY OF ROSEVILLE CALIFORNIA

PSOMAS
1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: JULIA BRODOVSKY DATE 12/2021
CHECKED BY: JESSE BASTIAN DATE 12/2021
DRAWN BY: WILLIE PUJANES/ BRANDON STEINLEIN DATE 12/2021

REGISTERED PROFESSIONAL ENGINEER JESSE U. BASTIAN No. E20229 Exp. 03-31-23 ELECTRICAL STATE OF CALIFORNIA
12-17-21

CITY OF ROSEVILLE CORPORATION YARD
ZERO EMISSION BUS DEPOT PROJECT
PARTIAL SITE PLAN - ELECTRICAL REMODEL

SHEET E1.02 — OF — 47

UNAUTHORIZED CHANGES & USES:
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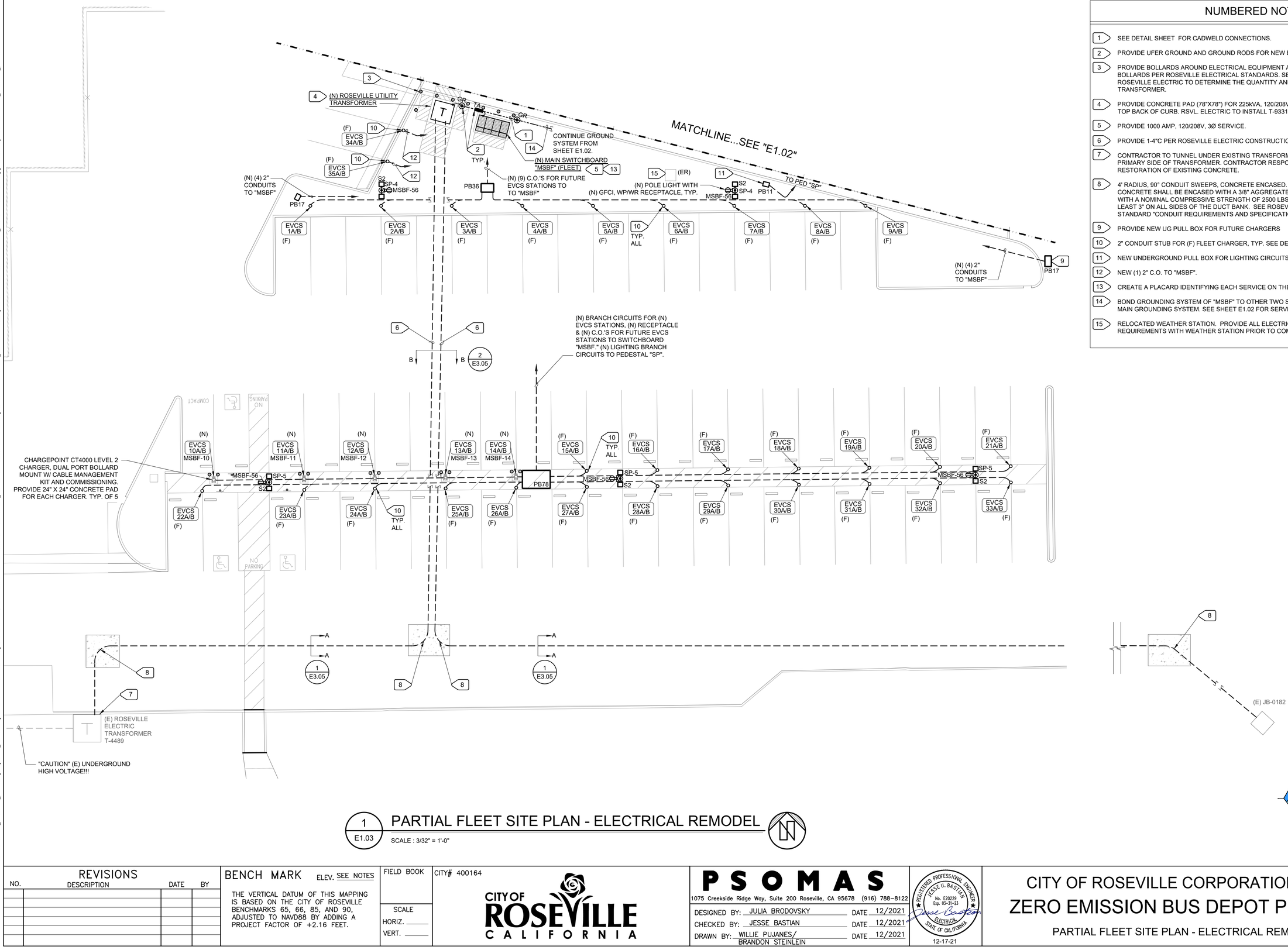
Xrefs: x21028.21 bdft2EBD-C-SITE] JUBstamp] V-TPC-HilltopBusDepot
Images: cropped COR block logo.tif]



NUMBERED NOTES

1. SEE DETAIL SHEET FOR CADWELD CONNECTIONS.
2. PROVIDE UFER GROUND AND GROUND RODS FOR NEW ELECTRICAL EQUIPMENT.
3. PROVIDE BOLLARDS AROUND ELECTRICAL EQUIPMENT AND UTILITY TRANSFORMER. TRAFFIC BOLLARDS PER ROSEVILLE ELECTRICAL STANDARDS. SEE CIVIL SHEET CD-3, DETAIL 13. ROSEVILLE ELECTRIC TO DETERMINE THE QUANTITY AND PLACEMENT OF BOLLARDS FOR UTILITY TRANSFORMER.
4. PROVIDE CONCRETE PAD (78"X78") FOR 225kVA, 120/208V, 3Ø TRANSFORMER T-9331 4' MIN FROM TOP BACK OF CURB. RSVL. ELECTRIC TO INSTALL T-9331.
5. PROVIDE 1000 AMP, 120/208V, 3Ø SERVICE.
6. PROVIDE 1-4"C PER ROSEVILLE ELECTRIC CONSTRUCTION STANDARDS.
7. CONTRACTOR TO TUNNEL UNDER EXISTING TRANSFORMER PAD AND SWEEP (N) 4" CONDUIT INTO PRIMARY SIDE OF TRANSFORMER. CONTRACTOR RESPONSIBLE FOR DEMOLITION AND RESTORATION OF EXISTING CONCRETE.
8. 4' RADIUS, 90° CONDUIT SWEEPS, CONCRETE ENCASED. CONDUITS THAT ARE TO BE ENCASED IN CONCRETE SHALL BE ENCASED WITH A 3/8" AGGREGATE CONCRETE MIX WITH A 5" SLUMP AND WITH A NOMINAL COMPRESSIVE STRENGTH OF 2500 LBS. THE ENCASEMENT SHALL COVER AT LEAST 3" ON ALL SIDES OF THE DUCT BANK. SEE ROSEVILLE ELECTRIC CONSTRUCTION STANDARD "CONDUIT REQUIREMENTS AND SPECIFICATIONS."
9. PROVIDE NEW UG PULL BOX FOR FUTURE CHARGERS
10. 2" CONDUIT STUB FOR (F) FLEET CHARGER, TYP. SEE DETAIL "4/E3.02"
11. NEW UNDERGROUND PULL BOX FOR LIGHTING CIRCUITS.
12. NEW (1) 2" C.O. TO "MSBF".
13. CREATE A PLACARD IDENTIFYING EACH SERVICE ON THE PREMISE AND PLACE ON ALL SERVICES.
14. BOND GROUNDING SYSTEM OF "MSBF" TO OTHER TWO SERVICES "MSBB" AND "SP" TO CREATE MAIN GROUNDING SYSTEM. SEE SHEET E1.02 FOR SERVICES "MSBB" AND "SP".
15. RELOCATED WEATHER STATION. PROVIDE ALL ELECTRICAL CONNECTIONS. VERIFY REQUIREMENTS WITH WEATHER STATION PRIOR TO COMMENCEMENT OF WORK.

1 / E1.03 PARTIAL FLEET SITE PLAN - ELECTRICAL REMODEL

SCALE : 3/32" = 1'-0"

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PROJECT #: 21028.21
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REVISIONS NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. SEE NOTES

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FIELD BOOK

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1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

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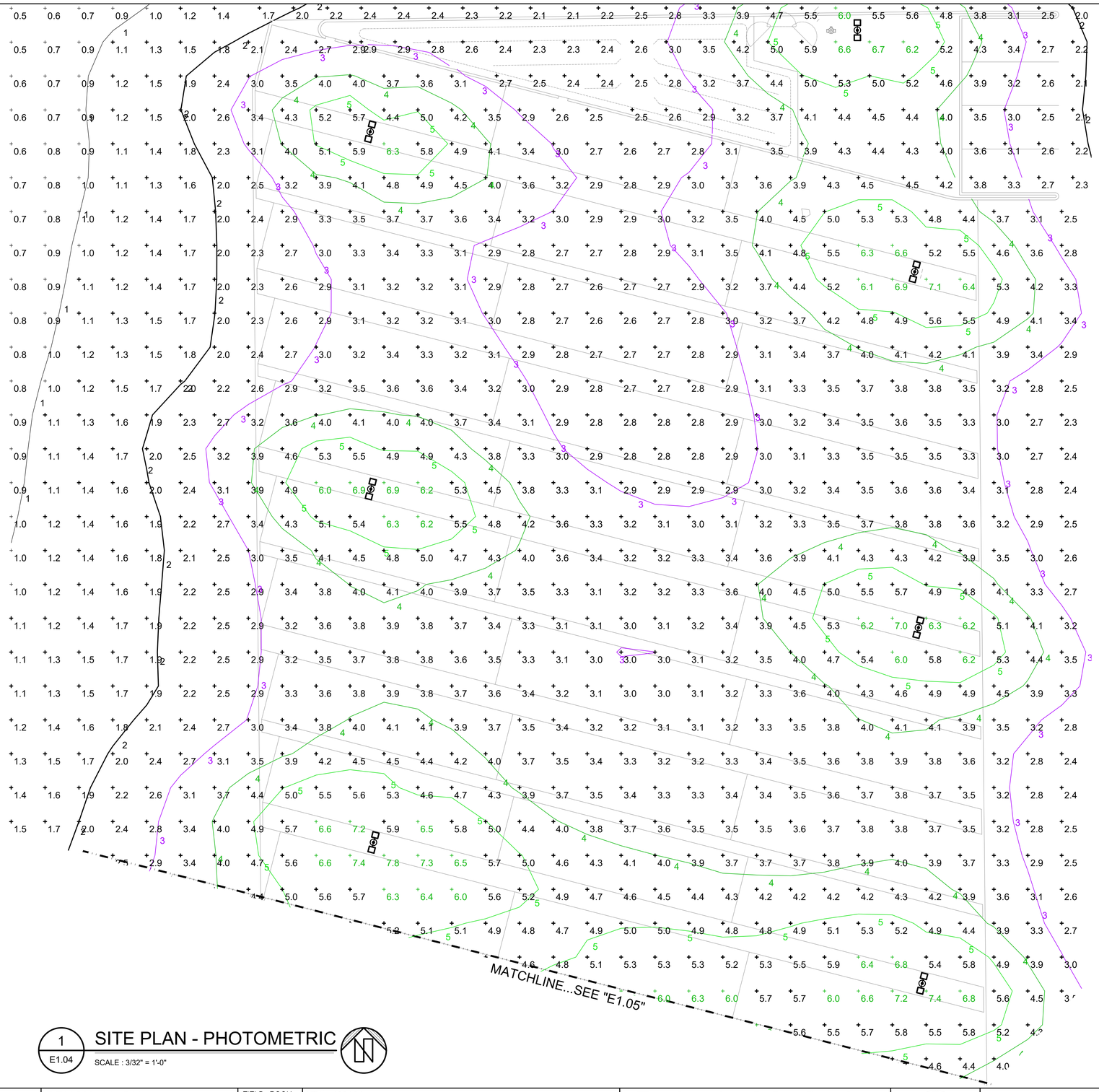
CITY OF ROSEVILLE CORPORATION YARD
ZERO EMISSION BUS DEPOT PROJECT
PARTIAL FLEET SITE PLAN - ELECTRICAL REMODEL

SHEET E1.03 — OF — 47



Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
BUS EV ZONE	+	3.2 fc	7.8 fc	0.4 fc	19.5:1	8.0:1
FLEET EV ZONE	+	2.9 fc	7.1 fc	0.4 fc	17.8:1	7.3:1
XMFR "MSBB" ZONE	+	2.4 fc	6.7 fc	0.4 fc	16.8:1	6.0:1
XMFR "MSBF" ZONE	+	4.8 fc	7.7 fc	1.6 fc	4.8:1	3.0:1

1 / E1.04 SITE PLAN - PHOTOMETRIC

SCALE : 3/32" = 1'-0"

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CITY OF ROSEVILLE CORPORATION YARD
ZERO EMISSION BUS DEPOT PROJECT
PARTIAL SITE PLAN - PHOTOMETRIC PLAN

SHEET E1.04 — OF — 47

Xrefs: x21028.21 bsh\ZEBD-C-SITE[V-TPC-HilltopBusDepot (remodel)] JUBstamp] V-TPC-HilltopBusDepot
Images: cropped COR black logo.tiff

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
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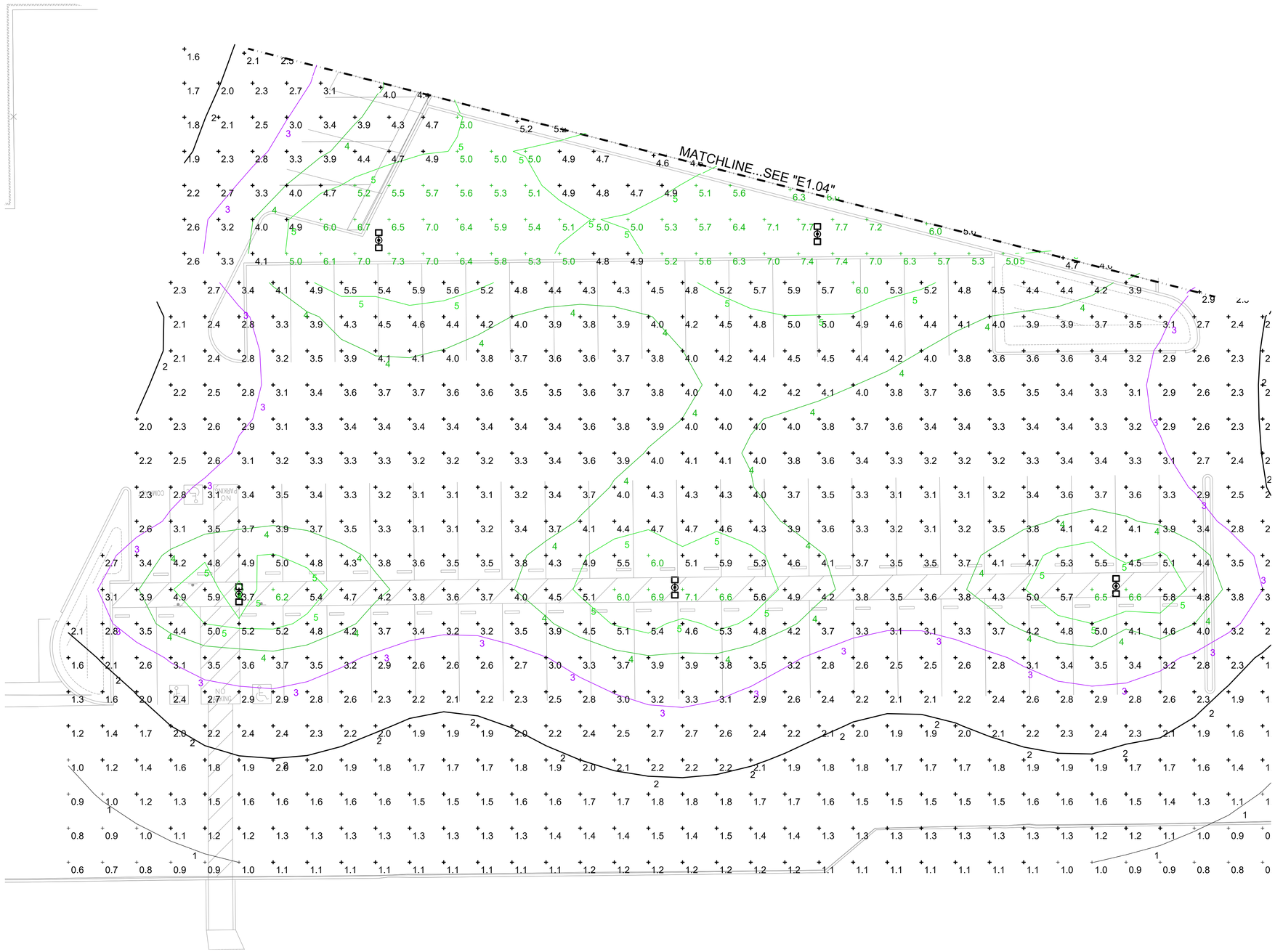
FLEET EV ZONE	+	2.9 fc	7.1 fc	0.4 fc	17.8:1	7.3:1
XMFR "MSBB" ZONE	+	2.4 fc	6.7 fc	0.4 fc	16.8:1	6.0:1
XMFR "MSBF" ZONE	+	4.8 fc	7.7 fc	1.6 fc	4.8:1	3.0:1



1 E4.02 PARTIAL FLEET SITE PLAN - PHOTOMETRIC

SCALE : 3/32" = 1'-0"

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REGISTERED PROFESSIONAL ENGINEER JESSE U. BASTIAN No. E20229 Exp. 03-31-23 ELECTRICAL STATE OF CALIFORNIA
12-17-21

CITY OF ROSEVILLE CORPORATION YARD
ZERO EMISSION BUS DEPOT PROJECT
PARTIAL FLEET SITE PLAN - PHOTOMETRIC PLAN

SHEET E1.05 — OF — 47

Xrefs: x21028.21 bdr%ZEBD-C-SITE[xV-TPC-HilltopBusDepot (remodel)] JUBstamp| V-TPC-HilltopBusDepot
Images: cropped COR block logo.tif]

COMMISSIONING TEST NOTES

ABB COMMISSIONING SITE ACCEPTANCE TEST INCLUDES:

1. VERIFYING INSTALLATION IS CORRECT.
2. VERIFYING POWER SUPPLIED TO THE EQUIPMENT IS CORRECT.
3. VERIFYING THERE HAS BEEN NO DAMAGE OR LOOSE WIRES OR BOARDS FROM SHIPMENT/INSTALLATION.
4. POWERING UP THE EQUIPMENT.
5. PERFORMING LATEST AND GREATEST SOFTWARE UPDATES AS WELL AS ANY OCPP INTEGRATIONS, ETC.
6. TESTING SCHEDULE TO ENSURE VEHICLE AND CHARGER OPERATION IS SUCCESSFUL.

GENERAL NOTES

1. ELECTRICAL DESIGN BASED ON ABB HTC 150 DESIGN DOCUMENTS.
2. NOMENCLATURE FOR POWER BLOCK CHARGERS AND DISPENSERS IS AS FOLLOWS:
   PCS1 = POWER CHARGING SYSTEM 1.
   PCS1 EVD-A = CHARGING STATION 1 ELECTRIC VEHICLE DISPENSER A.
3. PROVIDE ARC FLASH LABELS ON ALL EQUIPMENT PER ELECTRICAL SPECIFICATIONS 26 05 74.

MSBB ELECTRIC SERVICE LOAD CALCULATION

City of Roseville Zero Emission Bus Depot — Date: 9/1/2021
Project No.: 21028.21 — By: JLB

General purpose receptacle outlets			0.90	kVA	
First 10 kVA or less	10.00		@ 100% =		0.90
Remainder over 10 kVA =			0.00	@ 50% =	0.00
Other equipment					
Power Charging Station (PCS)	3	EA @	164.30	kVA ea.=	492.90
EV Dispenser Aux AC Connection	3	EA @	0.30	kVA ea.=	0.90
TOTAL SERVICE LOAD			=		**494.70** kVA

494.7 kVA @ 277/480, 3 Ph, 4 W = **595.31** amperes

1,205.16 kVA @ 12.7kV = **23.47** amperes

DC & DATA CONDUIT SCHEDULE

TAG	(E) CONDUIT SIZE	FUNCTION OF INTERNAL CABLES	CABLE SECTION	COMMENTS
250ET3	2-1/2"C.	INTERLOCK (SHIELDED)	(1) CABLE THAT HAS (1) TWISTED PAIR OF #18 (SHIELDED, 600V)	
		FIBER CAN	(1) MULTIMODE FIBER (OM3, 8 STRANDS)	ST CONNECTORS ON ALL ENDS
		ETHERNET CAN		
250ET4	2-1/2"C.	FIBER CAN	(1) MULTIMODE FIBER (OM3, 4 STRANDS)	
		ETHERNET	(1) ETHERNET (S/FTP, CAT6/CAT5e)	RJ45 CONNECTORS ON ALL ENDS
		INTERLOCK (SHIELDED)	(1) CABLE THAT HAS (2) TWISTED PAIR OF #18 (SHIELDED, 600V)	
		DC GUARD		
300DC	3"C.	DC POWER (200A)	(2) 3/0 (CU, DLO, 90°C, 1KV) + (1) #6 (CU, EGC, 600V)	

EQUIPMENT SCHEDULE

EQUIPMENT TAG	DESCRIPTION	QTY	MANUFACTURER (OR EQUAL)	ENCLOSURE	MODEL NUMBER	VOLTAGE	AMPS (A)
PCS	HEAVY VEHICLE CHARGER 150kW	6	ABB	NEMA 3R	6AGC070558	480/277VAC	198
	SEQUENTIAL CHARGING PACKAGE	6	ABB	-	6AGC069251	-	-
	ROBUSTNESS PACKAGE	-	ABB	-	4EPY420137R1	-	-
	LONG DISTANCE PACKAGE	6	ABB	-	4EPY420127R1	-	-
	ONE-TIME SERVICE: ACTIVATION FEE PER HVC*	6	ABB	-	Project-EVCI	-	-
PCS EVD	DEPOT CHARGE BOXES WITH LONG CABLE	15	ABB	NEMA 3R	6AGC076522	MAX DC OUTPUT: 850VDC	200
	METAL PEDESTALS	15	ABB	NEMA 3R	6AGC069024	-	-
	CABLE MANAGEMENT SYSTEMS	15	ABB	NEMA 3R	XT4-BUS-002	-	-
	CONNECTIVITY - CHARGER CONNECT**	12	ABB	-	6AGC064781	-	-
	EVE PLATFORM***	12	ABB	-	4EPY450059R1	-	-

*SEE "COMMISSIONING TEST NOTES" FOR SCOPE.
**CONNECTIVITY FEE PER YEAR PER CHARGER. INCLUDES GSM CONNECTIVITY, CELLULAR DATA PLAN, LIVE SOFTWARE UPDATES AND 24/7 NOC MONITORING (PER YEAR PER STATION).
***EVE PLATFORM MUST BE INCLUDED TO MEET SACRAMENTO METROPOLITAN AIR QUALITY MANAGEMENT DISTRICT (SMAQMD) REQUIREMENT TO TRACK SPECIFIC ENERGY USAGE OF EACH ELECTRIC VEHICLE DISPENSER.

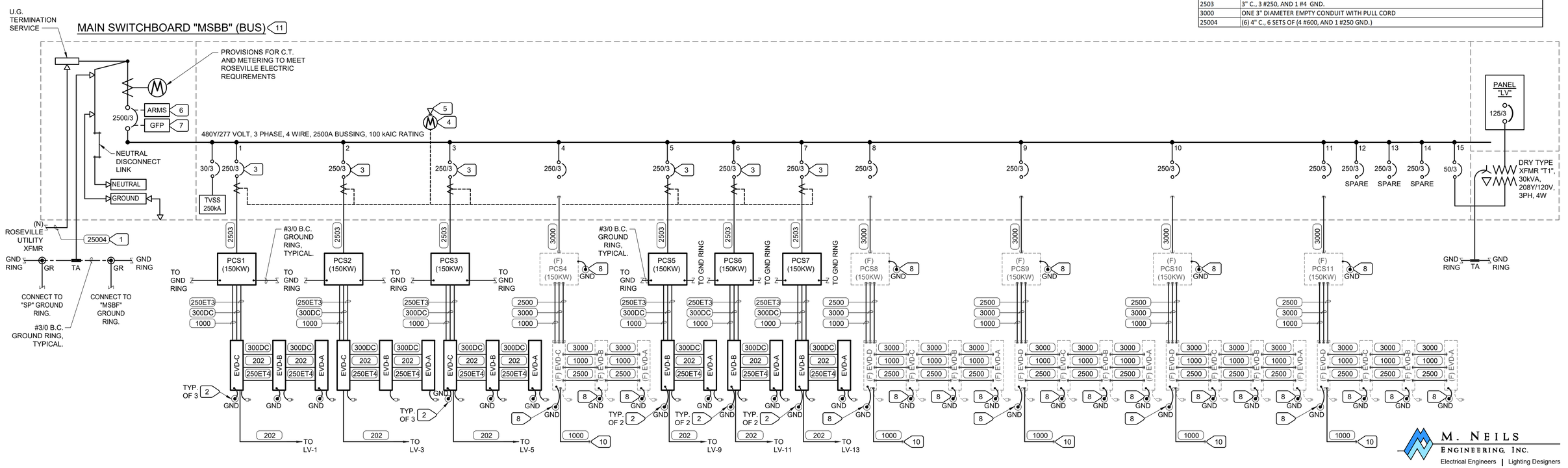
GENERAL NOTES
1. ELECTRICAL DESIGN IS BASED ON EQUIPMENT LISTED. PROVIDED LISTED EQUIPMENT OR EQUAL.
2. CONTRACTOR IS RESPONSIBLE FOR PROVIDING EQUIPMENT THAT MEETS DESIGN INTENT. WHEN SELECTING OR EQUAL EQUIPMENT THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING REVISED DRAWINGS, ALL DOCUMENTATION, AND CALCULATIONS.

NUMBERED NOTES

1. PROVIDE NEW CONDUITS AND CONDUCTORS FOR ROSEVILLE ELECTRIC SECONDARY SERVICE AND (1) 3/4" C.O. FOR CAT5 COMMUNICATION CABLE.
2. PROVIDE GROUND ROD AND CONNECTION FOR PCS AND PCS EVD UNITS.
3. PROVIDE LOCKING DEVICE FOR NEW CIRCUIT BREAKER TO MEET CEC 625.43. CIRCUIT BREAKER SHALL BE LOCKABLE OPEN IN ACCORDANCE WITH CEC 110.25.
4. PROVIDE DIGITAL POWER QUALITY METER ALONG WITH CT'S AND ALL ASSOCIATED ACCESSORIES. METERING FOR STATISTICAL READING ONLY. NOT FOR REVENUE BILLING. METER SHALL HAVE CAPABILITY OF MULTI-POINT READING OF AT LEAST 8 POINTS. METER SHALL BE POWERED INTERNALLY WITH A FUSE MOUNTED INSIDE THE EQUIPMENT.
5. PROVIDE 1"C. WITH CAT6 CABLE TO ETHERNET SWITCH IN MAIN DATA ROOM FOR REMOTE MONITORING. VERIFY LOCATION OF MAIN DATA ROOM WITH OWNER PRIOR TO COMMENCEMENT OF WORK.
6. PROVIDE ARC FLASH REDUCTION MAINTENANCE SWITCH (ARMS) PER 2019 CEC 240.87 WITH A SEPARATE BLUE LIGHT AND ON/OFF SWITCH ON THE SWITCHBOARD COVER. PROVIDE OPERATION INSTRUCTIONS MOUNTED TO THE FRONT OF THE SWITCHBOARD.
7. PROVIDE GFCI PROTECTION PER 2019 CEC ARTICLE 230.95 FOR GFCI PROTECTION. WRITTEN GFCI PERFORMANCE TESTING REPORT TO BE AVAILABLE TO THE AHJ.
8. PROVIDE 1" CONDUIT AND GROUND ROD IN DISPENSER FOUNDATIONS FOR FUTURE GROUNDING CONNECTION.
9. FOR LOCATIONS WHERE EQUIPMENT IS NOT BEING INSTALLED AND CONDUITS ARE BEING INSTALLED FOR FUTURE EQUIPMENT, PROVIDE THREADED CONDUIT COUPLERS WITH SQUARE HEAD CONDUIT PLUGS FLUSH TO FINISHED SURFACE.
10. STUB INTO SWITCHBOARD SECTION WITH PANEL LV.
11. IDENTIFY AND LABEL EACH SERVICE (120/208V-3P AND 277/480V-3P) PER ELECTRICAL SPECIFICATION 26 05 53, SECTION 3.01(H)(3)(i) MAKING OBVIOUS THE DIFFERENCE AND PRESENCE OF DIFFERENT VOLTAGES AT CIRCUITRY FED BY DIFFERENT SECTIONS OF SWITCHBOARD.

AC POWER FEEDER SCHEDULE

TAG	DESCRIPTION
202	1" C., 2 #12, AND 1 #12 GND.
1000	ONE 1" DIAMETER EMPTY CONDUIT WITH PULL CORD
2500	ONE 2-1/2" DIAMETER EMPTY CONDUIT WITH PULL CORD
2503	3" C., 3 #250, AND 1 #4 GND.
3000	ONE 3" DIAMETER EMPTY CONDUIT WITH PULL CORD
25004	(6) 4" C., 6 SETS OF (4 #600, AND 1 #250 GND.)



1 / E2.01 ONE-LINE POWER DIAGRAM (N) "MSBB" (BUS)

NO SCALE

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Electrical Engineers | Lighting Designers
100 Howe Ave., Suite 235N
Sacramento, CA 95825-8217
www.mneilsengineering.com
Tel: (916) 923-4400

PROJECT #: 21028.21
PROJECT MGR: Julia Brodovsky

UNAUTHORIZED CHANGES & USES:
M. Neils Engineering, Inc. preparing these plans will not be responsible for, or liable for unauthorized changes to or uses to these plans. All changes to these plans must be in writing and must be approved by M. Neils Engineering, Inc.

Xrefs: x21028.21 bdf| JUBstamp
Images: cropped COR block logo.tif|

REVISIONS

NO.	DESCRIPTION	DATE	BY

BENCH MARK — ELEV. SEE NOTES

THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.

FIELD BOOK

SCALE
HORIZ. _____
VERT. _____

CITY# 400164

CITY OF ROSEVILLE CALIFORNIA

PSOMAS
1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: JULIA BRODOVSKY DATE 12/2021
CHECKED BY: JESSE BASTIAN DATE 12/2021
DRAWN BY: WILLIE PUJANES/ BRANDON STEINLEIN DATE 12/2021

REGISTERED PROFESSIONAL ENGINEER — JESSE U. BASTIAN — No. E20229 Exp. 03-31-23 — ELECTRICAL — STATE OF CALIFORNIA
12-17-21

CITY OF ROSEVILLE CORPORATION YARD
ZERO EMISSION BUS DEPOT PROJECT
ONE-LINE POWER DIAGRAM (N) "MSBB" (BUS)

SHEET E2.01 — OF — 47

FEEDER SCHEDULE

TAG	DESCRIPTION
202	1" C., 2 #10, AND 1 #10 GND.
403	2" C., 3 #8, AND 1 #10 GND.
1004	1-1/4"C., 4 #2, AND 1 #8 GND.
10004	(3) 3" C., 3 SETS OF (4 #400, AND 1 #2/0 GND.)

EQUIPMENT SCHEDULE

EQUIPMENT TAG	DESCRIPTION	QTY	MANUFACTURER (OR EQUAL)	ENCLOSURE	MODEL NUMBER	VOLTAGE	AMPS (A)
EVCS	CAR CHARGER LEVEL 2 DUAL PORT STATION - STANDARD POWER SHARE	5	CHARGEPOINT	NEMA 3R	CT4021-GW1*	208V-1Ø	32
	CHARGEPOINT COMMERCIAL SERVICE PLAN	5	CHARGEPOINT	-	CPCLD-COMMERCIAL-n**	-	-
	CHARGEPOINT ENTERPRISE PLAN	-	CHARGEPOINT	-	CPCLD-ENTERPRISE-n**	-	-
	CHARGEPOINT ASSURE	5	CHARGEPOINT	-	CT4000-ASSUREn**	-	-
	STATION ACTIVATION AND CONFIGURATION	5	CHARGEPOINT	-	CPSUPPORT-ACTIVE**	-	-
	CHARGEPOINT STATION INSTALLATION AND VALIDATION	5	CHARGEPOINT	-	CT4000-INSTALLVALID**	-	-

*-GW1 = INTEGRAL MODEM
**ALL CT4000 STATIONS REQUIRE A NETWORK SERVICE PLAN PER PORT. SUBSTITUTE "n" FOR DESIRED YEARS.

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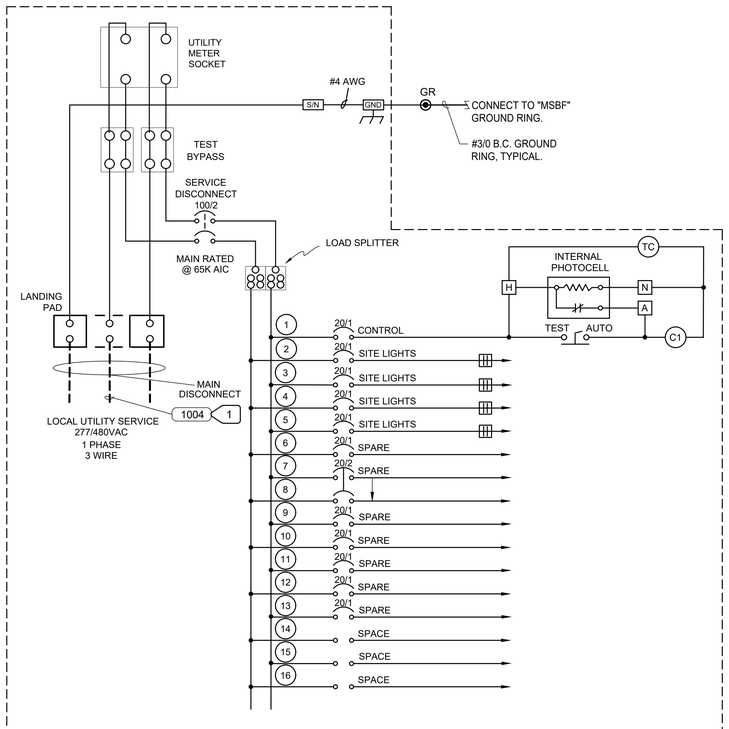
8. IDENTIFY AND LABEL EACH SERVICE PER ELECTRICAL SPECIFICATION 26 05 53, SECTION 3.01(H)(3)(i).

GENERAL NOTES

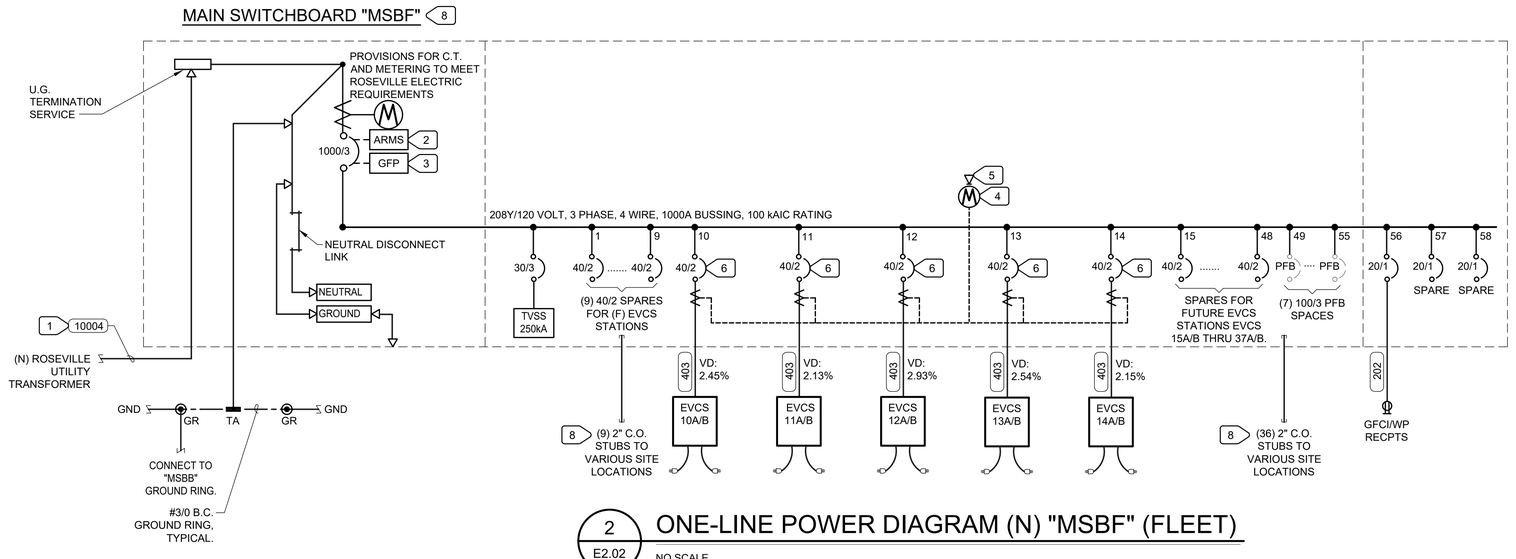
1. ELECTRICAL DESIGN BASED ON CHARGEPOINT CT4000 LEVEL 2 COMMERCIAL CHARGING STATION DESIGN DOCUMENTS.
2. NOMENCLATURE FOR ELECTRIC VEHICLE CHARGERS IS AS FOLLOWS: EVCS1 = ELECTRIC VEHICLE CHARGING STATION 1.
3. PROVIDE ARC FLASH LABELS ON ALL EQUIPMENT PER ELECTRICAL SPECIFICATION 26 05 74.

SITE LIGHTING PEDESTAL "SP" 8



1 E2.02 ONE-LINE POWER DIAGRAM (N) "SP" (SITE LIGHTING)
NO SCALE

MAIN SWITCHBOARD "MSBF" 8



2 E2.02 ONE-LINE POWER DIAGRAM (N) "MSBF" (FLEET)
NO SCALE

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REVISIONS

NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. SEE NOTES
THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.

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REGISTERED PROFESSIONAL ENGINEER JESSE U. BASTIAN No. E20229 Exp. 03-31-23 ELECTRICAL STATE OF CALIFORNIA
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CITY OF ROSEVILLE CORPORATION YARD
ZERO EMISSION BUS DEPOT PROJECT
ONE-LINE POWER DIAGRAM (N) "MSBF" (FLEET)

SHEET E2.02 — OF — 47

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NEW PANEL "LV" SCHEDULE

POWER SOURCE: SWITCHBOARD "MSBB" VIA XFMR "T1"					LOCATION: INTEGRATED IN SWITCHBOARD "MSBB"			
TYPE:	BUS: 125	MAIN BKR 125A	VOLTAGE: 120/208 VOLT, 3 PHASE, 4 WIRES			MOUNTING: INTEGRAL TO SWBD		REMARKS:

LOAD SERVED	kVA	CB	CKT	PHASE	CKT	CB	kVA	LOAD SERVED
PCS1 EVDA/B/C AC AUX PWR	0.3	20/1	1	A	2	20/1	0.4	REC - CONVENIENCE
PCS2 EVDA/B/C AC AUX PWR	0.3	20/1	3	B	4	20/1	0.4	REC - CONVENIENCE
PCS3 EVDA/B/C AC AUX PWR	0.3	20/1	5	C	6	20/1	0.4	REC - CONVENIENCE
SPARE [(F) PCS4 AUX PWR]		20/1	7	A	8	20/1		SPARE
PCS5 EVDA/B AC AUX PWR	0.3	20/1	9	B	10	20/1		SPARE
PCS6 EVDA/B AC AUX PWR	0.3	20/1	11	C	12	20/1		SPARE
PCS7 EVDA/B AC AUX PWR	0.3	20/1	13	A	14	20/1		SPARE
SPARE [(F) PCS8 AUX PWR]		20/1	15	B	16	20/1		SPARE
SPARE [(F) PCS9 AUX PWR]		20/1	17	C	18	20/1		SPARE
SPARE [(F) PCS10 AUX PWR]		20/1	19	A	20	20/1		SPARE
SPARE [(F) PCS11 AUX PWR]		20/1	21	B	22	20/1		SPARE
SPARE [(F) PCS12 AUX PWR]		20/1	23	C	24	20/1		SPARE
SPARE		20/1	25	A	26	20/1		SPARE
SPACE		PFB	27	B	28	PFB		SPACE
SPACE		PFB	29	C	30	PFB		SPACE
SPACE		PFB	31	A	32	PFB		SPACE
SPACE		PFB	33	B	34	PFB		SPACE
SPACE		PFB	35	C	36	PFB		SPACE
SPACE		PFB	37	A	38	PFB		SPACE
SPACE		PFB	39	B	40	PFB		SPACE
SPACE		PFB	41	C	42	PFB		SPACE

NOTE(S):
[1]

PHASE A=	1.0	kVA
PHASE B=	1.0	kVA
PHASE C=	1.0	kVA
TOTAL =	3.0	kVA
TOTAL =	8.3	Amperes

VOLTAGE DROP CALCULATION

CEC 2019, 215.2(A)(3) FPN No. 2
CEC 2019 215.2(B) Informational Note 2. "...Feeders as defined in Article 100, sized to prevent a voltage drop exceeding 3 percent at the fartherst outlet of power...where the voltage drop on both feeders and branch circuits to the farthest outlet does not exceed 5 precent will provide reasonable efficiency of operation.
CEC 2019 130.5 (C) Voltage Drop. The maximum combined voltage drop on both installed feeder conductors and branch curcuit conductors to the farthest connected load or outlet shall not exceed 5 percent.

3 PHASE FORMULA: $VD = \frac{\sqrt{3} * L * R * A}{1000}$ $\%VD = \frac{VD * 100\%}{V}$

1 PHASE FORMULA: $VD = \frac{2 * L * R * A}{1000}$ $\%VD = \frac{VD * 100\%}{V}$

PANEL - CKT	DISTANCE (FT)	AMPS	VOLTAGE	PHASE	WIRE SIZE	IMPEDANCE: OHMS/kFT	VD	%VD
LV - 1	103	2	120	1	#12	1.700	0.70	0.58%
LV - 2	68	2	120	1	#12	1.700	0.46	0.39%
LV - 3	36	2	120	1	#12	1.700	0.24	0.20%
LV - 4	141	2	120	1	#12	1.700	0.96	0.80%
LV - 5	106	2	120	1	#12	1.700	0.72	0.60%
LV - 6	74	2	120	1	#12	1.700	0.50	0.42%
MSBF - 10	177	32	208	1	#6	0.450	5.10	2.45%
MSBF - 11	154	32	208	1	#6	0.450	4.44	2.13%
MSBF - 12	136	32	208	1	#8	0.700	6.09	2.93%
MSBF - 13	118	32	208	1	#8	0.700	5.29	2.54%
MSBF - 14	100	32	208	1	#8	0.700	4.48	2.15%
MSBF - 56	360	1.0	120	1	#10	1.100	0.79	0.66%
MSBB - 1	18	198	480	3	#250	0.073	0.45	0.09%
MSBB - 2	21	198	480	3	#250	0.073	0.52	0.11%
MSBB - 3	20	198	480	3	#250	0.073	0.50	0.10%
MSBB - 5	28	198	480	3	#250	0.073	0.70	0.15%
MSBB - 6	30	198	480	3	#250	0.073	0.75	0.16%
MSBB - 7	29	198	480	3	#250	0.073	0.72	0.15%
SP - 1	8	1	277	1	#10	1.100	0.02	0.01%
SP - 2	447	2	277	1	#10	1.100	2.28	0.82%
SP - 3	330	1	277	1	#10	1.100	0.84	0.30%
SP - 4	321	1	277	1	#10	1.100	0.82	0.30%
SP - 5	494	2	277	1	#10	1.100	1.89	0.68%

1. CONDUCTOR IMPEDANCE VALUES BASED ON 2013 CEC CHAPTER 9 TABLE 9 - EFFECTIVE IMPEDANCE FOR UNCOATED COPPER WIRES IN STEEL CONDUIT @ 0.85 PF (OHM/kFT)

MAIN SWITCHBOARD "MSBF" FLEET SCHEDULE [1]

POWER SOURCE: UTILITY TRANSFORMER				LOCATION: EXTERIOR	
TYPE:	BUS: 1000A	MAIN BKR 1000A/3P	VOLTAGE: 208Y/120 VOLT, 3 PHASE, 4 WIRES	MOUNTING: CONCRETE PAD	REMARKS: NEMA RATING: 3R

NO.	NAMEPLATE / LOAD SERVED	kVA	CB	FEEDER CONDUIT	FEEDER WIRE	FEEDER GROUND
	SURGE PROTECTION		30/3	N/A		
1	(F) EVCS 1 A/B		40/2	2" CONDUIT ONLY		
2	(F) EVCS 2 A/B		40/2	2" CONDUIT ONLY		
3	(F) EVCS 3 A/B		40/2	2" CONDUIT ONLY		
4	(F) EVCS 4 A/B		40/2	2" CONDUIT ONLY		
5	(F) EVCS 5 A/B		40/2	2" CONDUIT ONLY		
6	(F) EVCS 6 A/B		40/2	2" CONDUIT ONLY		
7	(F) EVCS 7 A/B		40/2	2" CONDUIT ONLY		
8	(F) EVCS 8 A/B		40/2	2" CONDUIT ONLY		
9	(F) EVCS 9 A/B		40/2	2" CONDUIT ONLY		
10	EVCS 10 A/B	7.2	40/2	SEE FEEDER SCHEDULE.		
11	EVCS 11 A/B	7.2	40/2	SEE FEEDER SCHEDULE.		
12	EVCS 12 A/B	7.2	40/2	SEE FEEDER SCHEDULE.		
13	EVCS 13 A/B	7.2	40/2	SEE FEEDER SCHEDULE.		
14	EVCS 14 A/B	7.2	40/2	SEE FEEDER SCHEDULE.		
15	(F) EVCS 15 A/B		40/2	2" CONDUIT ONLY		
16	(F) EVCS 16 A/B		40/2	2" CONDUIT ONLY		
17	(F) EVCS 17 A/B		40/2	2" CONDUIT ONLY		
18	(F) EVCS 18 A/B		40/2	2" CONDUIT ONLY		
19	(F) EVCS 19 A/B		40/2	2" CONDUIT ONLY		
20	(F) EVCS 20 A/B		40/2	2" CONDUIT ONLY		
21	(F) EVCS 21 A/B		40/2	2" CONDUIT ONLY		
22	(F) EVCS 22 A/B		40/2	2" CONDUIT ONLY		
23	(F) EVCS 23 A/B		40/2	2" CONDUIT ONLY		
24	(F) EVCS 24 A/B		40/2	2" CONDUIT ONLY		
25	(F) EVCS 25 A/B		40/2	2" CONDUIT ONLY		
26	(F) EVCS 26 A/B		40/2	2" CONDUIT ONLY		
27	(F) EVCS 27 A/B		40/2	2" CONDUIT ONLY		
28	(F) EVCS 28 A/B		40/2	2" CONDUIT ONLY		
29	(F) EVCS 29 A/B		40/2	2" CONDUIT ONLY		
30	(F) EVCS 30 A/B		40/2	2" CONDUIT ONLY		
31	(F) EVCS 31 A/B		40/2	2" CONDUIT ONLY		
32	(F) EVCS 32 A/B		40/2	2" CONDUIT ONLY		
33	(F) EVCS 33 A/B		40/2	2" CONDUIT ONLY		
34	(F) EVCS 34 A/B		40/2	2" CONDUIT ONLY		
35	(F) EVCS 35 A/B		40/2	2" CONDUIT ONLY		
36	(F) EVCS 36 A/B		40/2	2" CONDUIT ONLY		
37	(F) EVCS 37 A/B		40/2	2" CONDUIT ONLY		
38	SPARE		40/2	2" CONDUIT ONLY		
39	SPARE		40/2	N/A		
40	SPARE		40/2	N/A		
41	SPARE		40/2	N/A		
42	SPARE		40/2	N/A		
43	SPARE		40/2	N/A		
44	SPARE		40/2	N/A		
45	SPARE		40/2	N/A		
46	SPARE		40/2	N/A		
47	SPARE		40/2	N/A		
48	SPARE		40/2	N/A		
49	SPACE [100A/3P FRAME]		PFB	N/A		
50	SPACE [100A/3P FRAME]		PFB	N/A		
51	SPACE [100A/3P FRAME]		PFB	N/A		
52	SPACE [100A/3P FRAME]		PFB	N/A		
53	SPACE [100A/3P FRAME]		PFB	N/A		
54	SPACE [100A/3P FRAME]		PFB	N/A		
55	SPACE [100A/3P FRAME]		PFB	N/A		
56	CONVENIENCE OUTLETS	1.0	20/1	SEE FEEDER SCHEDULE.		
57	SPARE		20/1	N/A		
58	SPARE		20/1	N/A		

NOTE(S)
[1] ESTIMATED LOAD FOR NEW CHARGERS AND FUTURE CHARGERS IS 319.5 KVA OR 886.8 AMPS.

SUBTOTAL =	37.0	kVA
TOTAL LOAD =	37.0	Kva
TOTAL LOAD =	102.7	Amperes[1]

MAIN SWITCHBOARD "MSBB" BUS SCHEDULE [1]

POWER SOURCE: UTILITY TRANSFORMER				LOCATION: EXTERIOR	
TYPE:	BUS: 2500A	MAIN BKR 2500A/3P	VOLTAGE: 480Y/277 VOLT, 3 PHASE, 4 WIRES	MOUNTING: CONCRETE PAD	REMARKS: NEMA RATING: 3R

NO.	NAMEPLATE / LOAD SERVED	kVA	FRAME	CB	FEEDER CONDUIT	FEEDER WIRE	FEEDER GROUND
	SURGE PROTECTION		30	30/3			
1	PCS1 (POWER CHARGING SYSTEM 1)	164.3	400	250/3	SEE ONE-LINE POWER DIAGRAM		
2	PCS2	164.3	400	250/3	SEE ONE-LINE POWER DIAGRAM		
3	PCS3	164.3	400	250/3	SEE ONE-LINE POWER DIAGRAM		
4	(F) PCS4		400	250/3	SEE ONE-LINE POWER DIAGRAM		
5	PCS5	164.3	400	250/3	SEE ONE-LINE POWER DIAGRAM		
6	PCS6	164.3	400	250/3	SEE ONE-LINE POWER DIAGRAM		
7	PCS7	164.3	400	250/3	SEE ONE-LINE POWER DIAGRAM		
8	(F) PCS8		400	250/3	SEE ONE-LINE POWER DIAGRAM		
9	(F) PCS9		400	250/3	SEE ONE-LINE POWER DIAGRAM		
10	(F) PCS10		400	250/3	SEE ONE-LINE POWER DIAGRAM		
11	(F) PCS11		400	250/3	SEE ONE-LINE POWER DIAGRAM		
12	(F) PCS12		400	250/3	SEE ONE-LINE POWER DIAGRAM		
13	SPARE		400	250/3	SEE ONE-LINE POWER DIAGRAM		
14	SPARE		400	250/3	SEE ONE-LINE POWER DIAGRAM		
15	PANEL "LV" VIA XFMR "T1"	3.2	100	50/3			

NOTE(S)
[1] ESTIMATED LOAD FOR NEW CHARGERS AND FUTURE CHARGERS IS:
1972 KVA OR 2372.6 AMPS

SUBTOTAL =	989.0	kVA
TOTAL LOAD =	989.0	kVA
TOTAL LOAD =	1190.1	Amperes

ELECTRICAL SERVICE PEDESTAL "SP" SCHEDULE

TYPE: PEDESTAL	BUS: 100A	MAIN BKR 100A	VOLTAGE: 277/480 VOLT, 1 PHASE, 3 WIRES	MOUNTING: PEDESTAL	REMARKS: 65KAIC

LOAD SERVED	kVA	CB	CT	PHASE	CT	CB	kVA	LOAD SERVED
OUTDOOR CONTROL	0.8	20/1	1	A	9	20/1		SPARE
SITE LIGHTS	0.2	20/1	2	B	10	20/1		SPARE
SITE LIGHTS	0.2	20/1	3	A	11	20/1		SPARE
SITE LIGHTS	0.2	20/1	4	B	12	20/1		SPARE
SITE LIGHTS	0.2	20/1	5	A	13	20/1		SPARE
SPARE		20/1	6	B	14	PFB		SPACE
SPARE		20/2	7	A	15	PFB		SPACE
			8	B	16	PFB		SPACE

NOTE(S)

PHASE A=	1.2	KVA
PHASE B=	0.4	KVA
TOTAL =	1.6	KVA
(+) 25%	0.4	KVA
TOTAL =	2.0	KVA
	8.4	AMPERES

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PROJECT MGR: Julia Brodovsky

REVISIONS

NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. SEE NOTES
THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.

FIELD BOOK
SCALE
HORIZ. _____
VERT. _____

CITY# 400164
CITY OF ROSEVILLE CALIFORNIA

PSOMAS
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DESIGNED BY: JULIA BRODOVSKY DATE 12/2021
CHECKED BY: JESSE BASTIAN DATE 12/2021
DRAWN BY: WILLIE PUJANES/ BRANDON STEINLEIN DATE 12/2021

REGISTERED PROFESSIONAL ENGINEER — JESSE U. BASTIAN — No. E20229 — Exp. 03-31-23 — ELECTRICAL — STATE OF CALIFORNIA
12-17-21

CITY OF ROSEVILLE CORPORATION YARD
ZERO EMISSION BUS DEPOT PROJECT
PANEL SCHEDULES

SHEET E2.03 — OF — 47

Xrefs: x21028.21 bdf| JUBstamp
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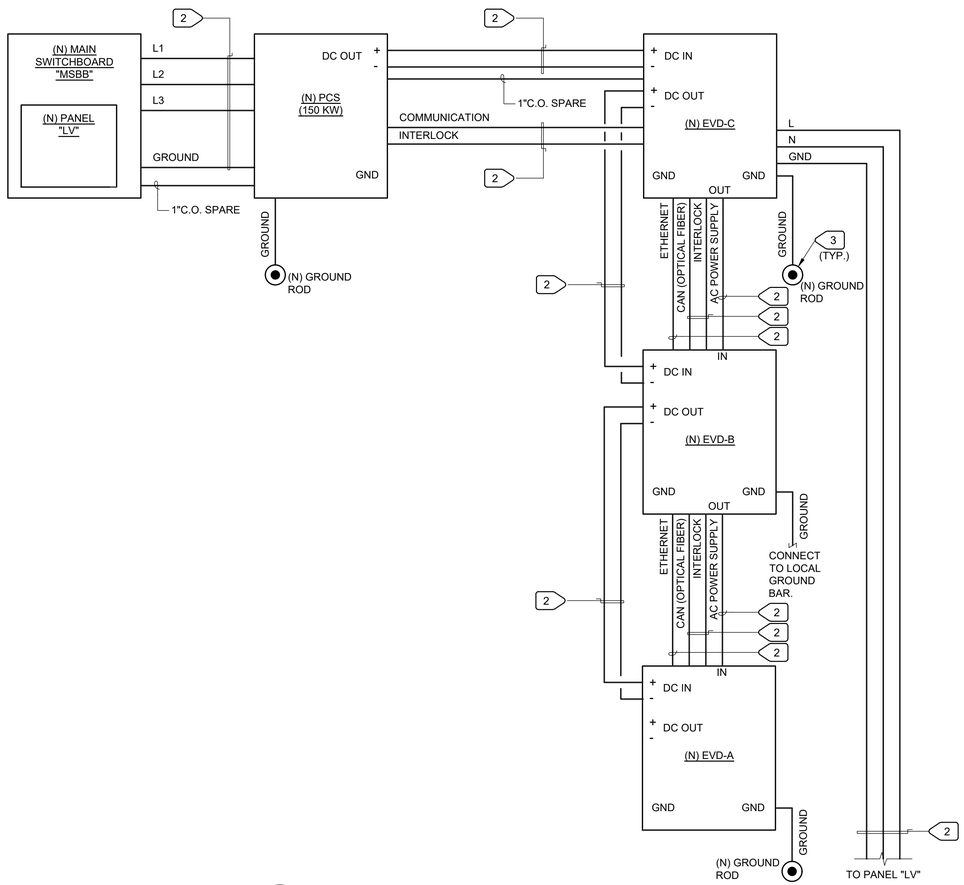


1 E3.01 — OVERVIEW OF TYP. ELECTRICAL CONNECTIONS

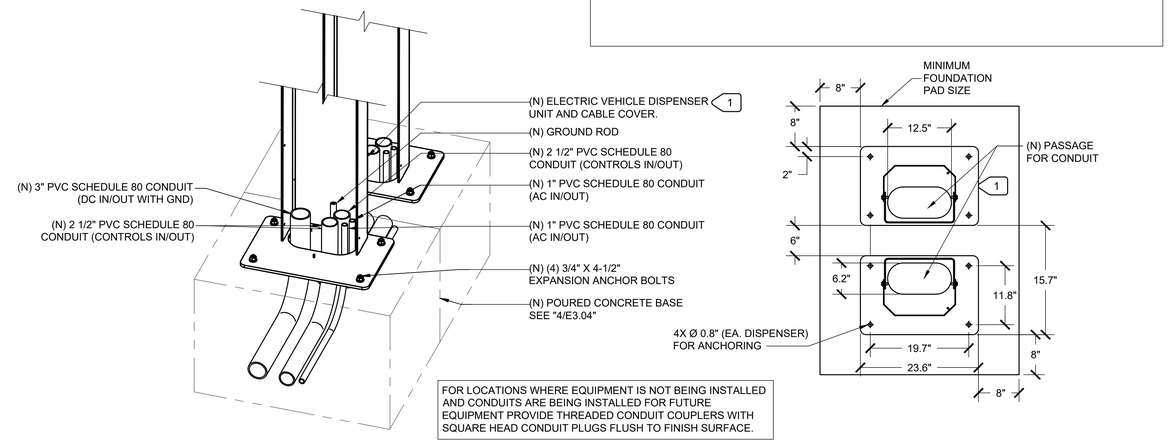
NO SCALE

GENERAL NOTES

1. THE BASIS OF DESIGN FOR THE POWER INFRASTRUCTURE OF THE AC & DC CHARGING EQUIPMENT IS ABB HVC-C 150 E-BUS CHARGER & BUS DEPOT CHARGER PEDESTAL. ALL DETAILS SHOWN ON THIS SHEET ARE INSERTED FROM THE HVC-C 150 E-BUS CHARGER INSTALLATION GUIDE AND MUST BE COORDINATED WITH EXISTING FIELD CONDITIONS.
2. DIMENSIONS ARE SHOWN IN MILIMETERS AND [INCHES] IN BRACKETS.

NUMBERED NOTES

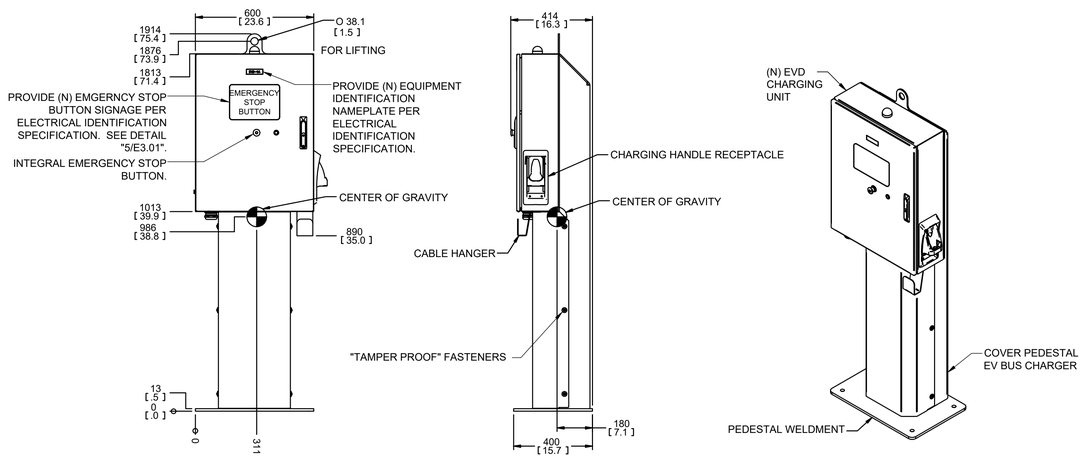
1. NEW BASE FOR EVD DISPENSERS. COORDINATE WITH EXISTING CONDUIT STUBS AND CONVENIENCE RECEPTACLE. SEE SHEET E1.02 FOR EXACT LOCATIONS OF CONVENIENCE RECEPTACLES.
2. SEE ONE-LINE DIAGRAM FOR CONDUIT AND CONDUCTOR SIZE/QUANTITY.
3. SEE SHEET E1.02 FOR GROUND ROD LOCATIONS.



FOR LOCATIONS WHERE EQUIPMENT IS NOT BEING INSTALLED AND CONDUITS ARE BEING INSTALLED FOR FUTURE EQUIPMENT PROVIDE THREADED CONDUIT COUPLERS WITH SQUARE HEAD CONDUIT PLUGS FLUSH TO FINISH SURFACE.

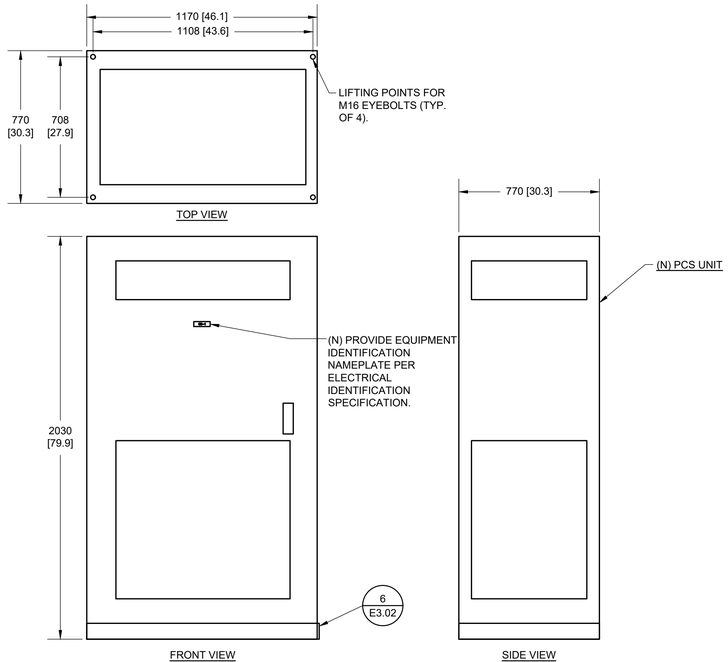
2 E3.01 — TYPICAL "EVD" ELECTRIC VEHICLE DEPOT BACK TO BACK FOUNDATION

NO SCALE



3 E3.01 — TYPICAL "EVD" CHARGER PEDESTAL ELEVATION

NO SCALE



4 E3.01 — TYPICAL "PCS" CHARGER PEDESTAL ELEVATION

NO SCALE

EMERGENCY STOP BUTTON

NOTE:

1. PER ELECTRICAL SPECIFICATION SECTION 26 05 53 ELECTRICAL SYSTEMS IDENTIFICATION, SECTION 2.4.
2. PLACE ON ALL EVD UNITS.
3. RED BACKGROUND.
4. WHITE LETTERING.
5. MINIMUM 1" LETTER HEIGHT.
6. ALL CAPITAL LETTERS.
7. SHANNON OR SIMILAR FONT, NON-BOLD.
8. REFLECTIVE WEATHER RESISTANT MATERIAL SUITABLE FOR THE ENVIRONMENT. (DURABLE ADHESIVE MATERIALS MAY MEET THIS REQUIREMENT).
9. WARNING LABEL SHALL APPEAR ON FRONT FACE OF EVD UNIT DIRECTLY NEAR THE EMERGENCY PUSH BOTTON. PLACE WARNING LABEL IN THE SAME LOCATION ON EACH UNIT.

EMERGENCY STOP BUTTON SIGNAGE

5 E3.01

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CITY OF ROSEVILLE CORPORATION YARD
ZERO EMISSION BUS DEPOT PROJECT

ELECTRICAL DETAILS

SHEET E3.01 — OF — 47

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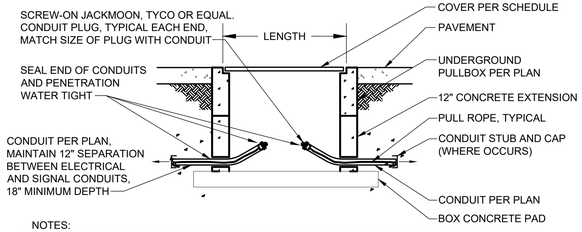
UNDERGROUND PULL BOX SCHEDULE
(TRAFFIC RATED)

	WIDTH	LENGTH	DEPTH
PB11	10-5/8"	17-1/4"	12"
PB17	17"	30"	12"
PB36	24"	36"	12"
PB48	30"	48"	12"

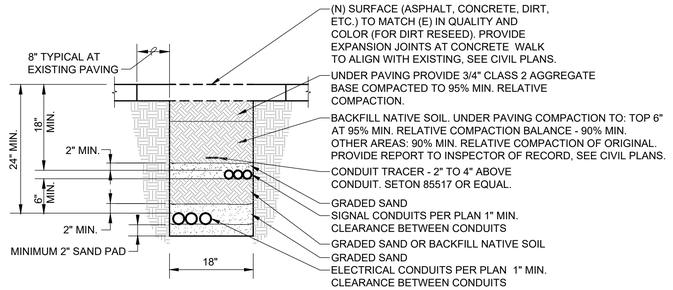
REFER TO PLAN FOR LOCATION OF BOXES AND TYPES USED.



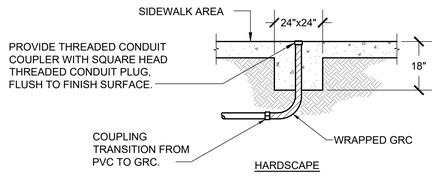
NOTES:

1. CLEAN 2" AND LARGER SPARE EMPTY CONDUITS WITH APPROPRIATE SIZE MANDREL PRIOR TO PLACING PULL ROPE AND PLUGGING EMPTY CONDUITS WITH CONDUIT PLUGS.
2. PULL ROPE: TIE OFF EACH END TO DUCT PLUG TO PREVENT PULL ROPE LOSS IN CONDUIT.

1 E3.02 UNDERGROUND PULL BOX (TRAFFIC RATED)
NO SCALE

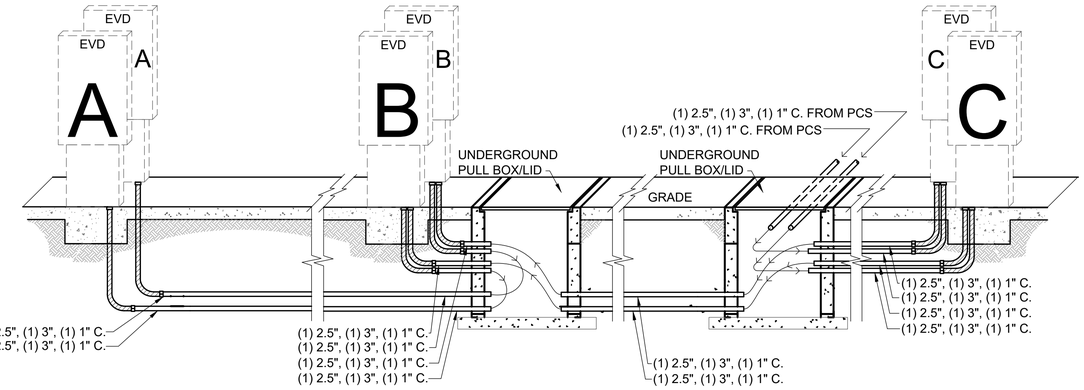


2 E3.02 TYP. CONDUIT TRENCHING DETAIL
NO SCALE

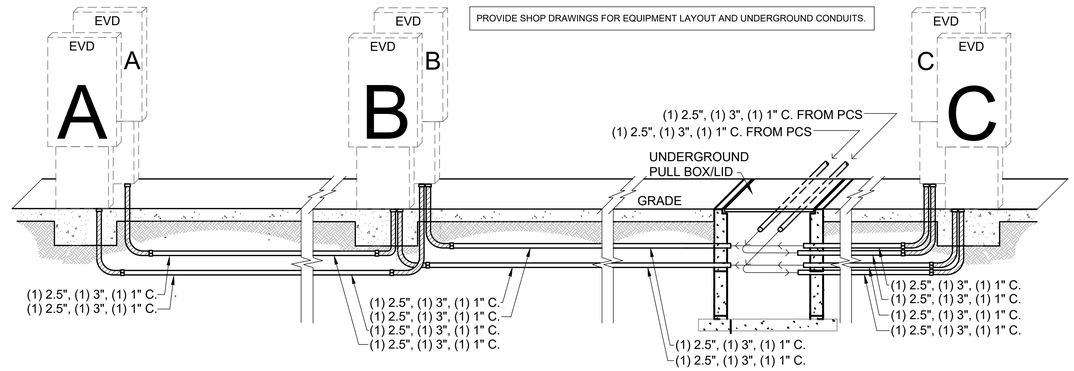


4 E3.02 CONDUIT STUB DETAIL
NO SCALE

APPLIES TO ALL STUB-UPS FOR FUTURE EVCS, SEE SITE PLAN FOR LOCATIONS

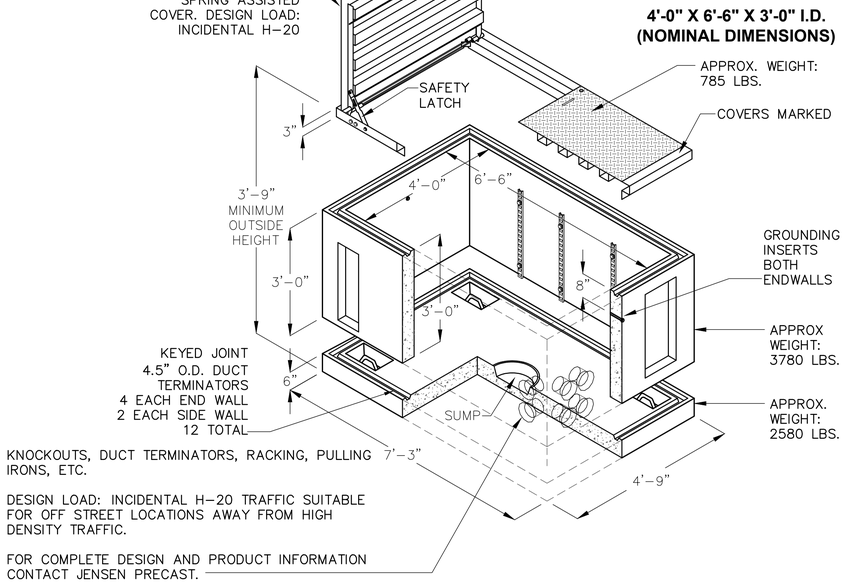


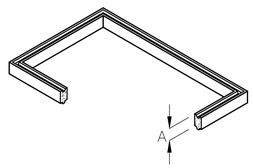
PROVIDE SHOP DRAWINGS FOR EQUIPMENT LAYOUT AND UNDERGROUND CONDUITS.



3 E3.02 FUTURE AND NEW EVD CONDUIT UNDERGROUND DETAIL
NO SCALE

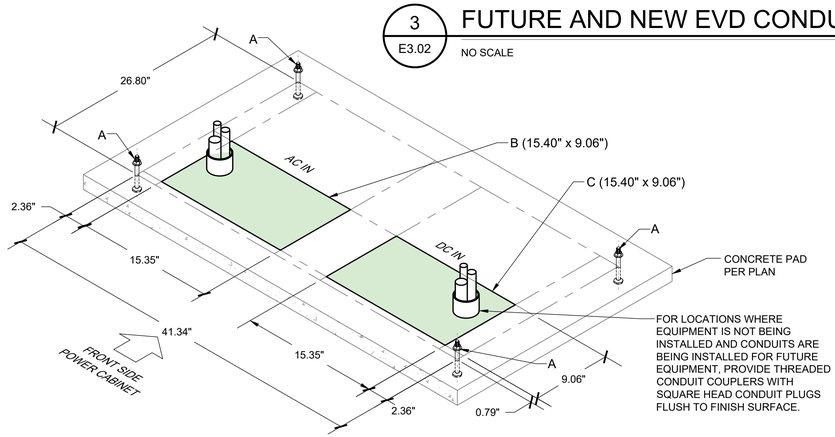
UV466TA-I INTERCEPT PULLBOX
4'-0" X 6'-6" X 3'-0" I.D.
(NOMINAL DIMENSIONS)





OPTIONAL RISERS (EXTENSIONS)		
MODEL NO.	A	WEIGHT
466-R6	6"	646 LBS.
466-R12	12"	1190 LBS.

5 E3.02 TYP. UNDERGROUND PULL BOX "PB78" DETAIL
NO SCALE



1. PREPARE RECTANGULAR HOLES IN THE CONCRETE AS SHOWN IN POSITIONS (B) AND (C). THE HOLES ARE TO ALLOW ROOM FOR CABLE BENDING AND SHOUD HAVE SUFFICIENT DEPTH.
2. SELECT CONDUIT LOCATIONS WITHIN THE HOLES IN A WAY TO SATISFY THE LOCAL REQUIREMENTS FOR CABLE BENDING, ESPECIALLY FOR THE AC INPUT AND DC INPUT CABLES.
3. ENSURE CABLING BETWEEN THE CONDUIT EXIT WITHIN THE HOLES AND INTO THE POWER CABINET'S CABLE ENTRY PLATE COMPLIES WITH THE LOCAL CODES. SEE 3/E3.04"

6 E3.02 "PCS" FOUNDATION DETAIL
SCALE : NONE

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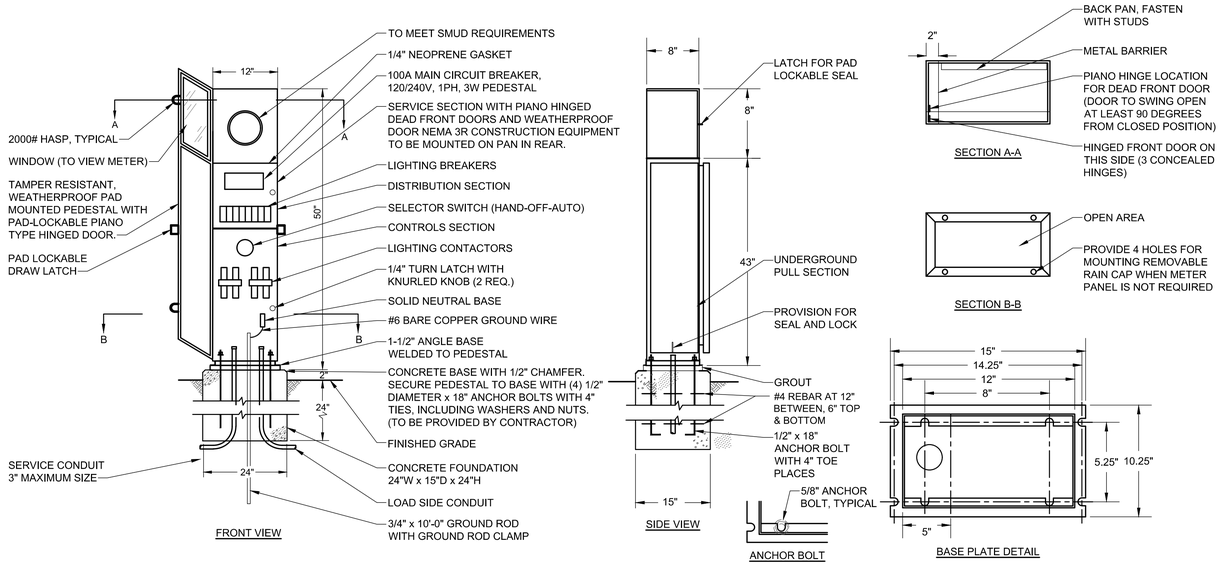
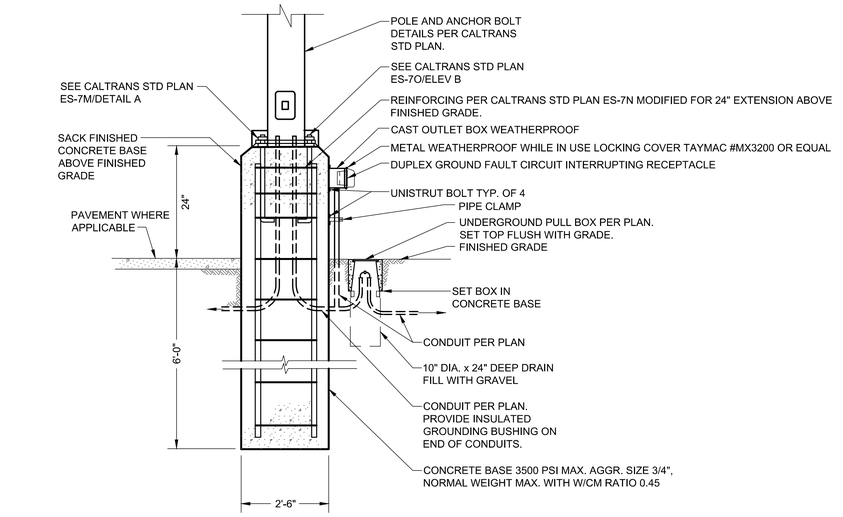
CITY OF ROSEVILLE CORPORATION YARD
ZERO EMISSION BUS DEPOT PROJECT
ELECTRICAL DETAILS

SHEET E3.02 — OF — 47



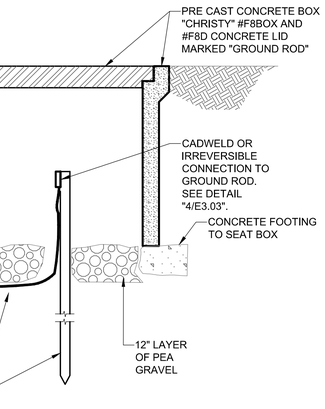
1 E3.03 METERED SERVICE - "SP" PEDESTAL ELEVATION AND DETAILS (26-100)

NO SCALE



2 E3.03 POLE BASE MOUNTING DETAIL

NO SCALE



1. FOR FUTURE DISPENSER PROVIDE BOX, CONDUIT, AND GROUNDING ROD.

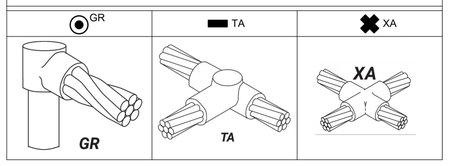
3 E3.03 GROUND ROD AND BOX DETAIL

NO SCALE

CADWELD CONNECTION LIST

SYMBOL ITEM	CADWELD DESCRIPTION
GR	GROUND ROD
TA	T-CONNECTION
XA	X-CONNECTION

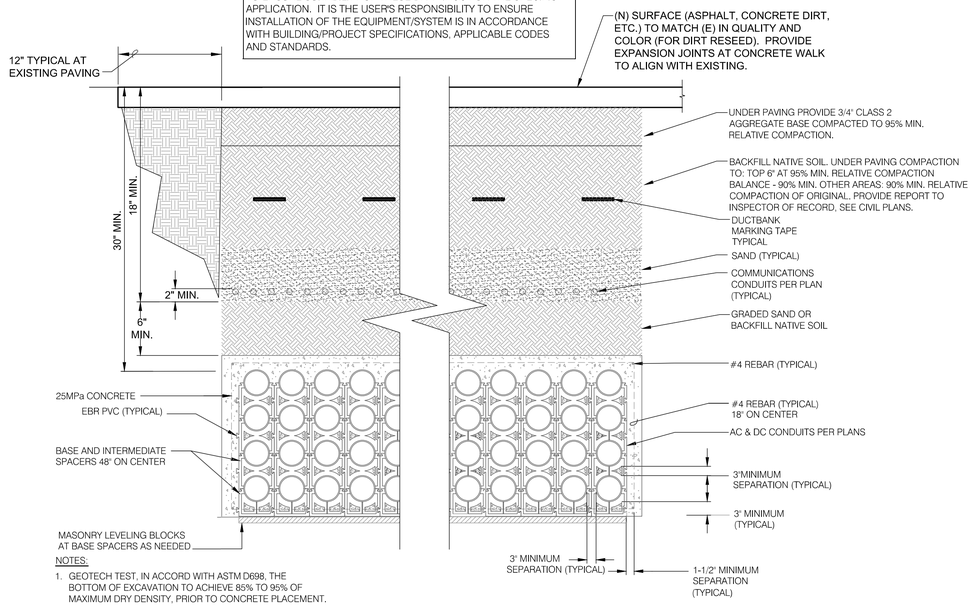
CADWELD CONNECTIONS



4 E3.03 CADWELD CONNECTIONS

SCALE : NO SCALE

NOTE:
THIS INFORMATION MAY NOT CONTAIN ALL DETAILS REQUIRED FOR CONSTRUCTION. APPROPRIATE MODIFICATION MAY BE REQUIRED TO ENSURE SUITABILITY OF THESE DRAWINGS FOR THE SPECIFIC APPLICATION. IT IS THE USER'S RESPONSIBILITY TO ENSURE INSTALLATION OF THE EQUIPMENT/SYSTEM IS IN ACCORDANCE WITH BUILDING/PROJECT SPECIFICATIONS, APPLICABLE CODES AND STANDARDS.



NOTES:

1. GEOTECH TEST, IN ACCORD WITH ASTM D698, THE BOTTOM OF EXCAVATION TO ACHIEVE 85% TO 95% OF MAXIMUM DRY DENSITY, PRIOR TO CONCRETE PLACEMENT.
2. THIS DETAIL IS INTENDED TO BE A GENERAL LAYOUT ONLY, CONTRACTOR IS RESPONSIBLE FOR FINAL LAYOUT.

PROVIDE SHOP DRAWINGS FOR LARGEST CROSS SECTION OF DUCT BANK.

5 E3.03 TYP. PCS TO EVD DUCT BANK SECTION DETAIL

NO SCALE

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ELECTRICAL DETAILS

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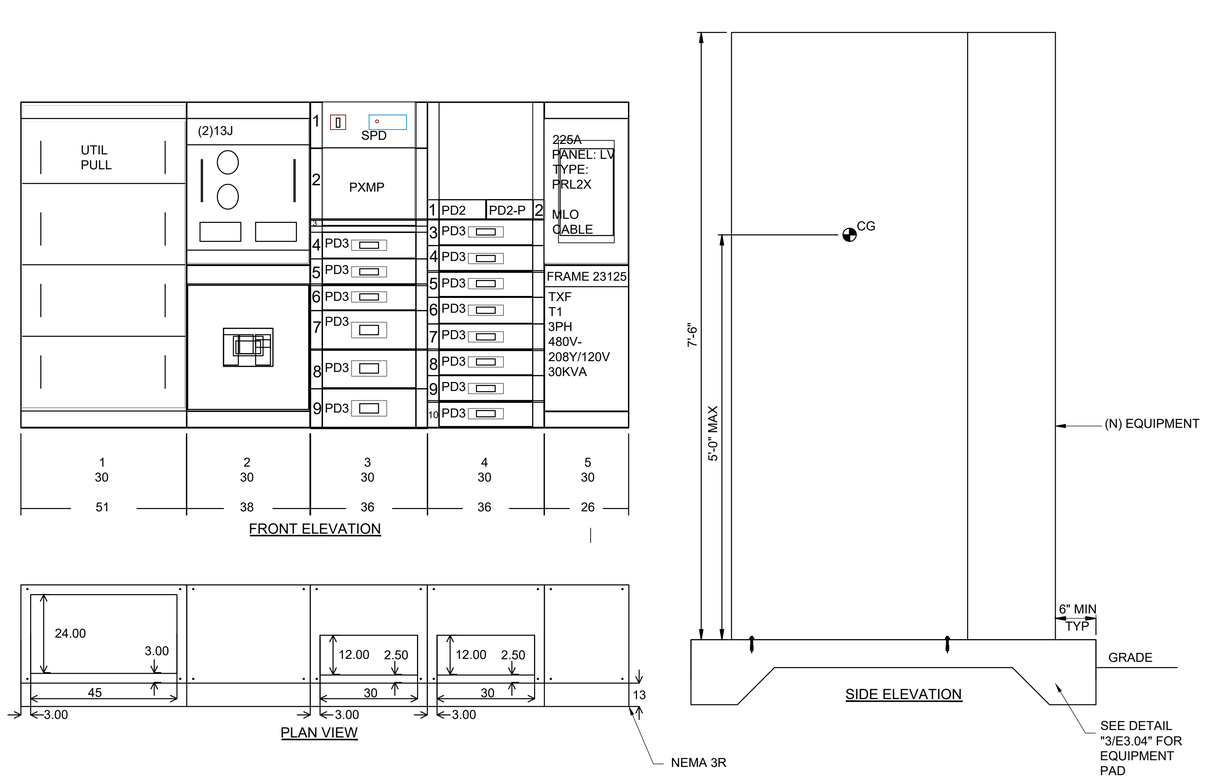
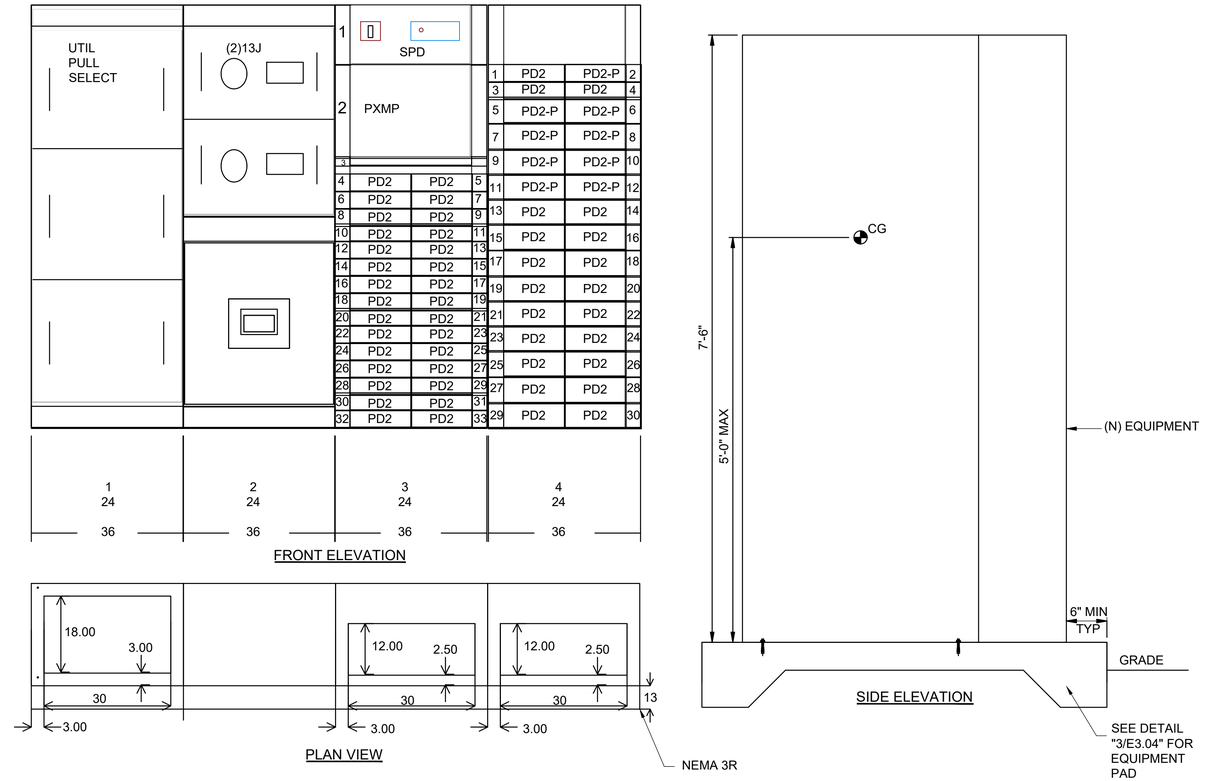


1 MAIN SWITCHBOARD "MSBB" MOUNTING DETAIL

E3.04

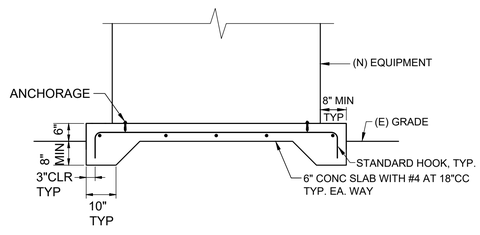
NO SCALE



2 MAIN SWITCHBOARD "MSBF" MOUNTING DETAIL

E3.04

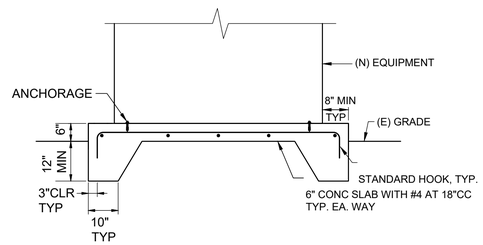
NO SCALE



3 TYPICAL EQUIPMENT PAD DETAIL

E3.04

NO SCALE



4 TYPICAL EVD & EVCS EQUIPMENT PAD DETAIL

E3.04

NO SCALE

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Xrefs: x21028.21 txt(JUBstamp
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PROJECT #: 21028.21
PROJECT MGR: Julia Brodovsky

REVISIONS NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. SEE NOTES

THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.

FIELD BOOK

SCALE
HORIZ. _____
VERT. _____

CITY# 400164

CITY OF ROSEVILLE CALIFORNIA

PSOMAS
1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: JULIA BRODOVSKY DATE 12/2021
CHECKED BY: JESSE BASTIAN DATE 12/2021
DRAWN BY: WILLIE PUJANES/ BRANDON STEINLEIN DATE 12/2021

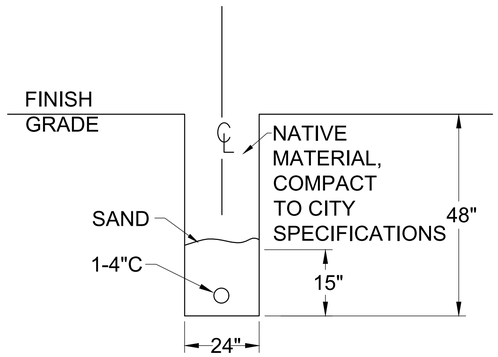
REGISTERED PROFESSIONAL ENGINEER — JESSE U. BASTIAN — No. E20229 Exp. 03-31-23 — ELECTRICAL — STATE OF CALIFORNIA

12-17-21

CITY OF ROSEVILLE CORPORATION YARD
ZERO EMISSION BUS DEPOT PROJECT

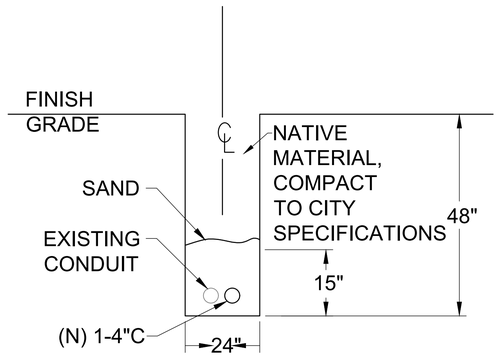
ELECTRICAL DETAILS

SHEET E3.04 — OF — 47



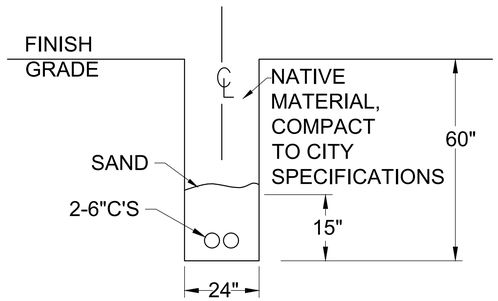
1 E3.05 RSVL TRENCH DETAIL A-A

NO SCALE



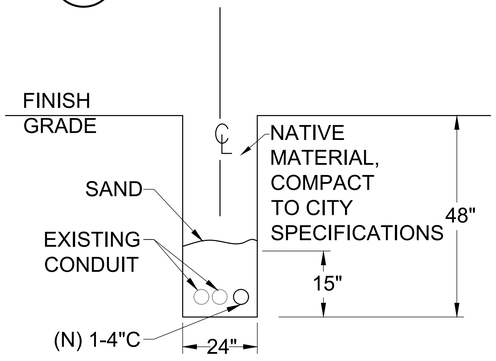
2 E3.05 RSVL TRENCH DETAIL B-B

NO SCALE



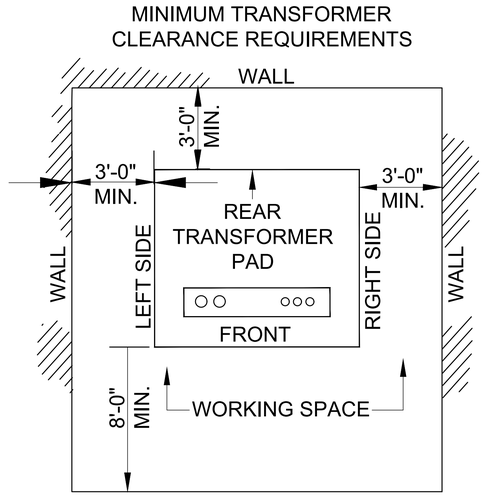
3 E3.05 RSVL TRENCH DETAIL C-C

NO SCALE



4 E3.05 RSVL TRENCH DETAIL D-D

NO SCALE



5 E3.05 RSVL TRANSFORMER WORKING CLEARANCE DETAIL

NO SCALE

DETAILS ARE REPRODUCED FROM ROSEVILLE ELECTRIC DRAWINGS. VERIFY ALL UTILITY REQUIREMENTS WITH ROSEVILLE ELECTRIC.

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PROJECT #: 21028.21

PROJECT MGR: Julia Brodovsky

REVISIONS

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BENCH MARK ELEV. SEE NOTES

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FIELD BOOK

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CITY# 400164

CITY OF ROSEVILLE CALIFORNIA

PSOMAS
1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: JULIA BRODOVSKY DATE 12/2021

CHECKED BY: JESSE BASTIAN DATE 12/2021

DRAWN BY: WILLIE PUJANES/ BRANDON STEINLEIN DATE 12/2021

REGISTERED PROFESSIONAL ENGINEER
JESSE U. BASTIAN
No. E20229
Exp. 03-31-23
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12-17-21

CITY OF ROSEVILLE CORPORATION YARD
ZERO EMISSION BUS DEPOT PROJECT

ELECTRICAL DETAILS

SHEET E3.05 — OF — 47

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Images: MorseCUP-ELEC-CADWELD-2-20541145.bmp|MorseCUP-ELEC-CADWELD-4-20541153.bmp|cropped COR black logo.tif|
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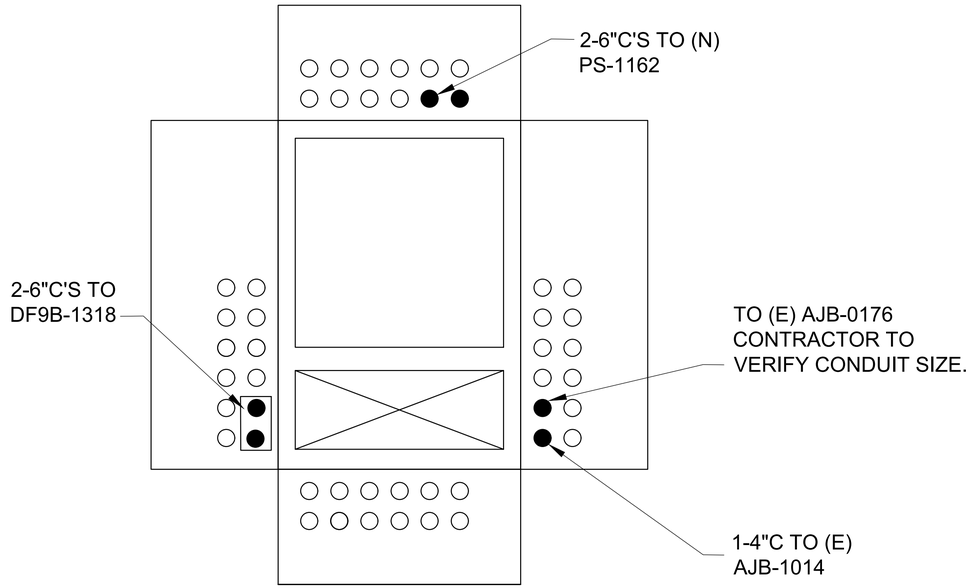
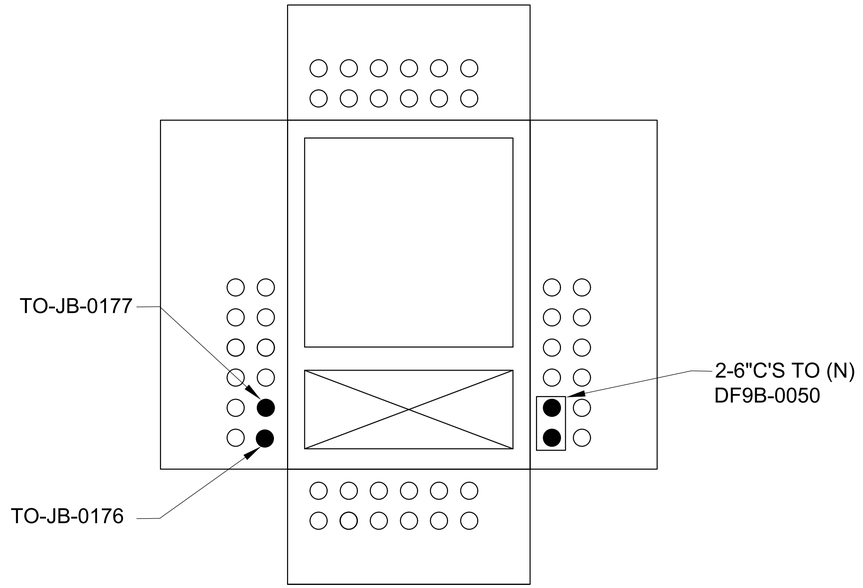


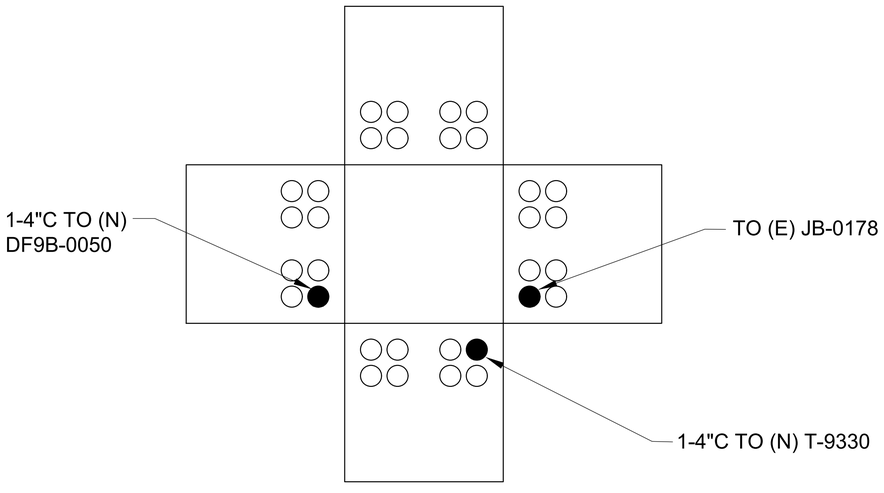
1 E3.06 RSVL DETAIL PAD VAULT DF9B-0050

NO SCALE



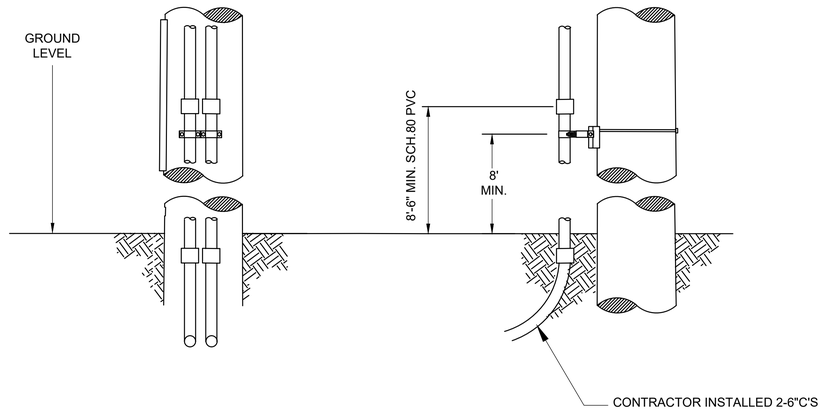
2 E3.06 RSVL DETAIL PAD VAULT DF9B-1318

NO SCALE



3 E3.06 RSVL DETAIL 4'X4' ABOVE GROUND J-BOX AJB-1014

NO SCALE



4 E3.06 RSVL RISER DETAIL

NO SCALE

DETAILS ARE REPRODUCED FROM R
ELECTRIC DRAWINGS. VERIFY ALL U
REQUIREMENTS WITH ROSEVILLE EL

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PROJECT MGR: Julia Brodovsky

REVISIONS

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BENCH MARK ELEV. SEE NOTES

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1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: JULIA BRODOVSKY DATE 12/2021
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REGISTERED PROFESSIONAL ENGINEER
JESSE U. BASTIAN
No. E20226
Exp. 03-31-23
ELECTRICAL
STATE OF CALIFORNIA
12-17-21

CITY OF ROSEVILLE CORPORATION YARD
ZERO EMISSION BUS DEPOT PROJECT
ELECTRICAL DETAILS

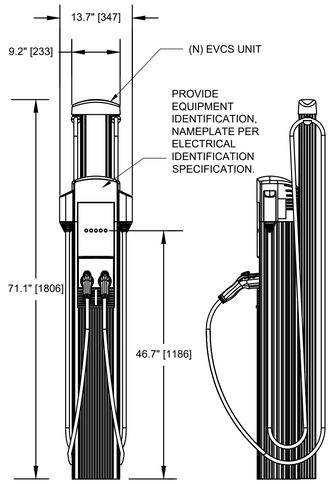
SHEET E3.06 — OF — 47

GENERAL NOTES

1. THE BASIS OF DESIGN FOR ELECTRIC VEHICLE CAR CHARGER CHARGEPOINT CT4021-GW1. ALL DETAILS SHOWN ON THIS SHEET ARE INSERTED FROM THE CT4000 INSTALLATION GUIDE AND MUST BE COORDINATED WITH EXISTING FIELD CONDITIONS.
2. DIMENSIONS ARE SHOWN IN MILIMETERS AND [INCHES] IN BRACKETS.

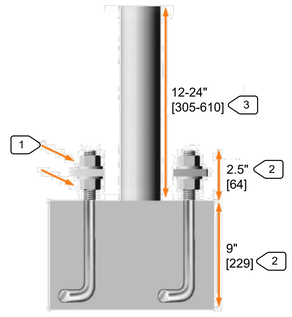
NUMBERED NOTES

1. EACH ANCHOR BOLT MUST HAVE BOTTOM AND TOP NUT FOR LEVELING THE STATION.
2. ANCHOR BOLTS MUST EXTEND AT LEAST 2.5" [64mm] ABOVE THE CONCRETE AND 9" [229mm] BELOW THE CONCRETE.
3. THE CONDUIT MUST EXTEND 12-24" [305-610mm] ABOVE THE CONCRETE.



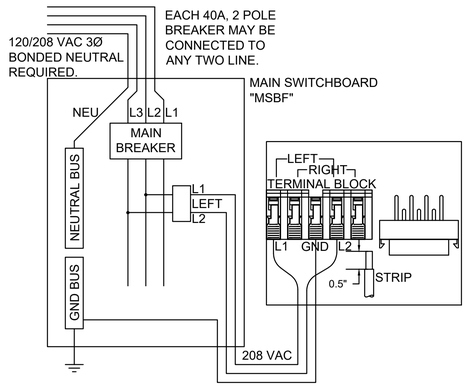
1 E3.07 TYPICAL "EVCS" CHARGER ELEVATION

NO SCALE



2 E3.07 TYPICAL MOUNTING PAD ANCHORAGE

NO SCALE



208 VAC, THREE PHASE SWITCHBOARD

3 E3.07 "EVCS" WIRING DIAGRAM

NO SCALE

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REGISTERED PROFESSIONAL ENGINEER JESSE U. BASTIAN No. E20229 Exp. 03-31-23 ELECTRICAL STATE OF CALIFORNIA
12-17-21

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SHEET E3.07 — OF — 47

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STATE OF CALIFORNIA
Outdoor Lighting
NRCC-LTO-E (Created 11/19) — CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE		NRCC-LTO-E
This document is used to demonstrate compliance with requirements in §110.9, §130.0, §130.2, §140.7, and §141.0(b)2L for outdoor lighting scopes using the prescriptive path.		
Project Name: ZERO EMISSION BUS DEPOT PROJECT	Report Page:	Page 1 of 6
Project Address: Roseville, CA 95747	Date Prepared:	12/16/2021

A. GENERAL INFORMATION

01	Project Location (city)	Roseville	04	Total Illuminated Hardscape Area (ft²)	72,336
02	Climate Zone	11			
03	Outdoor Lighting Zone per Title 24, Part 1 §10-114 or as designated by Authority Having Jurisdiction (AHJ):				
☐ LZ-0: Very Low - Undeveloped Parkland	☐ LZ-2: Moderate - Rural Areas	☐ LZ-4: High - Must be reviewed by CA Energy Commission for Approval			
☐ LZ-1: Low - Developed Parkland	☑ LZ-3: Moderately High - Urban Areas				

B. PROJECT SCOPE

Table Instructions: Include any outdoor lighting systems that are within the scope of the permit application and are demonstrating compliance using the prescriptive path outlined in §140.7 or §141.0(b)2L for alterations.

My project consists of:

01	02
☑ New Lighting System	Must Comply with Allowances from §140.7.
☐ Altered Lighting System	Is your alteration increasing the connected lighting load (Watts)? ◯ Yes ◯ No

[1] *FOOTNOTES: % of Existing Luminaires Being Altered = (Sum Total of Luminaires Being Added or Altered / Existing Luminaires within the Scope of the Permit Application) x 100*

C. COMPLIANCE RESULTS

Table Instructions: If any cell on this table says "DOES NOT COMPLY" or "COMPLIES with Exceptional Conditions" refer to Table D. for guidance.

Calculation of Total Allowed Lighting Power (Watts) §140.7 or §141.0(b)2L											Compliance Results		
01		02		03		04		05	OR	06	=	07		08	09
General Hardscape Allowance §140.7(d)1	+	Per Application §140.7(d)2	+	Sales Frontage §140.7(d)2	+	Ornamental §140.7(d)2	+	Per Specific Area §140.7(d)2	OR	Existing Power §141.0(b)2L	=	**Total Allowed** (Watts)	≥	**Total Actual** (Watts)	**07 Must be ≥ 08**
(See Table I)		(See Table J)		(See Table K)		(See Table L)		(See Table M)		(See Table N)				(See Table F)	
2,446.9	+		+		+		+		OR		=	2,446.9	≥	1,944	**COMPLIES**
Cutoff Compliance (See Table G for Details)														**COMPLIES**	
Controls Compliance (See Table H for Details)														**COMPLIES**	

CERTIFICATE OF COMPLIANCE		NRCC-LTO-E
Project Name: ZERO EMISSION BUS DEPOT PROJECT	Report Page:	Page 2 of 6
Project Address: Roseville, CA 95747	Date Prepared:	12/16/2021

D. EXCEPTIONAL CONDITIONS

This table is auto-filled with uneditable comments because of selections made or data entered in tables throughout the form.

No exceptional conditions apply to this project.

E. ADDITIONAL REMARKS

This table includes remarks made by the permit applicant to the Authority Having Jurisdiction.

F. OUTDOOR LIGHTING FIXTURE SCHEDULE

Table Instructions: For new or altered lighting systems demonstrating compliance with §140.7 (ie Table I has expanded for input), include all luminaires being installed and any existing luminaires remaining or being moved within the spaces covered by the permit application in the Table below. For altered lighting systems using the Existing Power method per §141.0(b)2L (ie Table N has expanded for input), include only new luminaires being installed and replacement luminaires being installed as part of the project scope (ie, do not include existing luminaires remaining or existing luminaires being moved).

Designed Wattage:

01	02		03	04	05	06	07	08	09	10	
Name or Item Tag	Complete Luminaire Description		Watts per luminaire[1,2]	How Wattage is determined	Total number luminaires[2]	Luminaire Status[3]	Excluded per §140.7(a)	Design Watts	Cutoff Req. ≥ 6,200 initial lumen output §130.2(b)[4]	Field Inspector	
										Pass	Fail
S2	POLE SITE LIGHT	☐ Linear	162	Mfr. Spec[1]	12	New	☐	1,944	Yes	☐	☐
							Total Designed Watts:	**1,944**			

* NOTES: Selections with a * require a note in the space below explaining how compliance is achieved.
EX: Luminaire is lighting a statue; EXCEPTION 2 to §130.2(b).

[1] *FOOTNOTES: Authority Having Jurisdiction may ask for Luminaire cut sheets to confirm wattage used for compliance per §130.0(c)*
[2] *For linear luminaires, wattage should be indicated as W/lf instead of Watts/luminaire. Total linear feet for the luminaire should be indicated in column 05 instead of number of luminaires.*
[3] *Select "New" for new luminaires in a new outdoor lighting project or for added luminaires in an alteration. Select "Altered" for replacement luminaires in an alteration. Select "Existing to Remain" for existing luminaires within the project scope that are not being altered and are remaining. Select "Existing Reinstalled" for existing luminaires which are being removed and reinstalled as part of the project scope*
[4] *Compliance with mandatory cutoff requirements is required for luminaires with initial lumen output ≥ 6,200 unless exempted by §130.2(b).*

CERTIFICATE OF COMPLIANCE		NRCC-LTO-E
Project Name: ZERO EMISSION BUS DEPOT PROJECT	Report Page:	Page 3 of 6
Project Address: Roseville, CA 95747	Date Prepared:	12/16/2021

G. CUTOFF REQUIREMENTS (BUG)

Table Instructions: Complete this table for fixtures of ≥ 6,200 initial luminaire lumens indicated on Table F as needing to comply with Cutoff Requirements. Maximum lumens can be found in Title 24, Part 11, Section 5.106.8.

01	02	03		04	05	06		07	08	09		10	11	12	
Name or Item Tag	Complete Luminaire Description	Backlight Rating[2]				Uplight Rating[2]				Glare Rating[2]			Field Inspector		
		Mounting Height from Property Line[1]		Max Allowable Backlight Rating[3]	Backlight Rating Per Design	Lighting Type		Max Allowable Backlight Rating[3]	Uplight Rating Per Design	Mounting Height from Property Line[1]		Max Allowable Glare Rating[3]	Glare Rating Per Design	Pass	Fail
S2	POLE SITE LIG	> 2 MH from property line		No Limit	B2	Area Lighting		U0	U0	> 2 MH from property line		G3	G3	☐	☐

[1] *FOOTNOTES: Mounting Height is labeled MH in this table*
[2] *Authority having jurisdiction may ask for luminaire cut sheets or other documentation to confirm luminaire type, uplight ratings and glare ratings used for compliance per §130.2(b).*
[3] *BUG ratings with a lower number than the 'Max Allowable' are compliant. Ex. If Max Allowable is Bug Rating is B4, then B0, B1, B2, B3 and B4 are all compliant.*

H. OUTDOOR LIGHTING CONTROLS

Table Instructions: Complete this table demonstrating compliance with controls requirements for all new or altered luminaires installed as part of the permit application. For alteration projects, luminaires which are existing to remain (ie untouched) and luminaires which are removed and reinstalled (wiring only) do not need to be included in this table even if they are within the spaces covered by the permit application.
When an option having a " is selected, the notes section of this table must be completed. The lighting controls section of the Compliance Summary Table on the first page will show "DOES NOT COMPLY" if the notes are left blank. For each requirement in columns 02 through 04, do not leave the field blank, instead select NA or Exempt from the dropdown list to indicate not applicable or an exemption.*

Mandatory Controls

01	02	03	04	05	
Area Description	Shut-Off §130.2(c)1	Auto-Schedule §130.2(c)2	Motion Sensor §130.2(c)3	Field Inspector	
				Pass	Fail
Parking Lot	Photocontrol	Yes	Yes	☐	☐

*NOTES: Controls with a * require a note in the space below explaining how compliance is achieved.
EX: Not permitted by health & safety to be turned off; EXCEPTION 1 to §130.2(c).

Table Continued

CERTIFICATE OF COMPLIANCE		NRCC-LTO-E
Project Name: ZERO EMISSION BUS DEPOT PROJECT	Report Page:	Page 4 of 6
Project Address: Roseville, CA 95747	Date Prepared:	12/16/2021

01	02	03	04	05	
Area Description	Shut-Off §130.2(c)1	Auto-Schedule §130.2(c)2	Motion Sensor §130.2(c)3	Field Inspector	
				Pass	Fail

I. LIGHTING POWER ALLOWANCE (per §140.7)

Table Instructions: Please complete this table for areas using the allowance calculations per §140.7. General Hardscape Allowance is per Table 140.7-A while "Use it or lost it" Allowances are per Table 140.7-B. Indicate which allowances are being used to expand sections for user input. Luminaires that qualify for one of the "Use it or lose it" allowances shall not qualify for another "Use it or lose it" allowance.

	01				
		"Use it or lose it" Allowances (select all that apply)			
	☑ General Hardscape Allowance	☐ Per Application	☐ Sales Frontage	☐ Ornamental	☐ Per Specific Area
	Table I (below)	Table J	Table K	Table L	Table M

Calculated General Hardscape Lighting Power Allowance per Table 140.7-A (LZ 2 & 3)

02	03	04	05	06	07	08	09	10
Area Description	Surface Type	Area Wattage Allowance (AWA)			Linear Wattage Allowance (LWA)			Total General AWA + LWA (Watts)
		Illuminated Area (ft²)	Allowed Density (W/ft²)	Area Allowance (Watts)	Perimeter Length (lf)	Allowed Density (W/lf)	Linear Allowance (Watts)	
Parking Lot	Asphalt	72,336	0.025	1,808.4	1,154	0.25	288.5	2,096.9
							Initial Wattage Allowance for Entire Site (Watts):	**350**
							Total General Hardscape Allowance (Watts):	**2,446.9**

J. LIGHTING ALLOWANCE: PER APPLICATION

This Section Does Not Apply

K. LIGHTING ALLOWANCE: SALES FRONTAGE

This Section Does Not Apply

L. LIGHTING ALLOWANCE: ORNAMENTAL

This Section Does Not Apply

CERTIFICATE OF COMPLIANCE		NRCC-LTO-E
Project Name: ZERO EMISSION BUS DEPOT PROJECT	Report Page:	Page 5 of 6
Project Address: Roseville, CA 95747	Date Prepared:	12/16/2021

M. LIGHTING ALLOWANCE: PER SPECIFIC AREA

This Section Does Not Apply

N. EXISTING CONDITIONS POWER ALLOWANCE (alterations only)

This Section Does Not Apply

O. DECLARATION OF REQUIRED CERTIFICATES OF INSTALLATION

Table Instructions: Selections have been made based on information provided in previous tables of this document. If any selection needs to be changed, please explain why in Table E. Additional Remarks. These documents must be provided to the building inspector during construction and can be found online at https://www.energy.ca.gov/title24/2019standards/2019_compliance_documents/Nonresidential_Documents/NRCI/

YES	NO	Form/Title	Field Inspector	
			Pass	Fail
◉	◯	NRCI-LTO-01-E - Must be submitted for all buildings.	☐	☐
◉	◯	NRCI-LTO-02-E - Must be submitted for a lighting control system; or for an Energy Management Control System (EMCS), to be recognized for compliance.	☐	☐

P. DECLARATION OF REQUIRED CERTIFICATES OF ACCEPTANCE

Table Instructions: Selections have been made based on information provided in previous tables of this document. If any selection needs to be changed, please explain why in Table E. Additional Remarks. These documents must be provided to the building inspector during construction and must be completed through an Acceptance Test Technician Certification Provider (ATTCP). For more information visit: http://www.energy.ca.gov/title24/attcp/providers.html

YES	NO	Form/Title	Field Inspector	
			Pass	Fail
◉	◯	NRCA-LTO-02-A - Must be submitted for all outdoor lighting controls except for alterations where controls area added to ≤ 20 luminaires.	☐	☐

CERTIFICATE OF COMPLIANCE		NRCC-LTO-E
Project Name: ZERO EMISSION BUS DEPOT PROJECT	Report Page:	Page 6 of 6
Project Address: Roseville, CA 95747	Date Prepared:	12/16/2021

DOCUMENTATION AUTHOR'S DECLARATION STATEMENT

I certify that this Certificate of Compliance documentation is accurate and complete

Documentation Author Name:	Jesse U. Bastian	Documentation Author Signature:	Jesse Bastian
Company:	M. Neils Engineering, Inc.	Signature Date:	12/16/2021
Address:	100 Howe Ave, Suite 235N	CEA/ HERS Certification Identification (if applicable):	
City/State/Zip:	Sacramento, CA 95825	Phone:	(916) 923-4400

RESPONSIBLE PERSON'S DECLARATION STATEMENT
I certify the following under penalty of perjury, under the laws of the State of California:
1. **The information provided on this Certificate of Compliance is true and correct.**
2. **I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the building design or system design identified on this Certificate of Compliance (responsible designer)**
3. **The energy features and performance specifications, materials, components, and manufactured devices for the building design or system design identified on this Certificate of Compliance conform to the requirements of Title 24, Part 1 and Part 6 of the California Code of Regulations.**
4. **The building design features or system design features identified on this Certificate of Compliance are consistent with the information provided on other applicable compliance documents, worksheets, calculations, plans and specifications submitted to the enforcement agency for approval with this building permit application.**
5. **I will ensure that a completed signed copy of this Certificate of Compliance shall be made available with the building permit(s) issued for the building, and made available to the enforcement agency for all applicable inspections. I understand that a completed signed copy of this Certificate of Compliance is required to be included with the documentation the builder provides to the building owner at occupancy.**

Responsible Designer Name:	Jesse U. Bastian	Responsible Designer Signature:	Jesse Bastian
Company :	M. Neils Engineering, Inc.	Date Signed:	12/16/2021
Address:	100 Howe Ave, Suite 235N	License:	E20229
City/State/Zip:	Sacramento, CA 95825	Phone:	(916) 923-4400

UNAUTHORIZED CHANGES & USES:
M. Neils Engineering, Inc. preparing these plans will not be responsible for, or liable for unauthorized changes to or uses to these plans. All changes to these plans must be in writing and must be approved by M. Neils Engineering, Inc.

M. NEILS ENGINEERING, INC.
Electrical Engineers | Lighting Designers
100 Howe Ave., Suite 235N
Sacramento, CA 95825-8217
www.mneilsengineering.com
Tel: (916) 923-4400
PROJECT #: 21028.21
PROJECT MGR: Julia Brodovsky

REVISIONS NO.	DESCRIPTION	DATE	BY

BENCH MARK — ELEV. SEE NOTES
THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.

FIELD BOOK
SCALE
HORIZ. _____
VERT. _____

CITY# 400164
CITY OF ROSEVILLE CALIFORNIA

PSOMAS
1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122
DESIGNED BY: JULIA BRODOVSKY DATE 12/2021
CHECKED BY: JESSE BASTIAN DATE 12/2021
DRAWN BY: WILLIE PUJANES/ BRANDON STEINLEIN DATE 12/2021

REGISTERED PROFESSIONAL ENGINEER — JESSE U. BASTIAN — No. E20229 Exp. 03-31-23 — ELECTRICAL — STATE OF CALIFORNIA
12-17-21

CITY OF ROSEVILLE CORPORATION YARD
ZERO EMISSION BUS DEPOT PROJECT
TITLE 24 - OUTDOOR LIGHTING COMPLIANCE FORMS

SHEET E4.01 — OF — 47

Xrefs: x21028.21 bdrf JUBstamp
Images: cropped COR black logo.tif

SITE NOTES:

1. CRACKING SHIFTING OR DAMAGED CONCRETE SHALL BE REPLACED AT CONTRACTORS EXPENSE PRIOR TO ACCEPTANCE OF WORK.
2. CONTRACTOR SHALL PROVIDE ALL GUARANTEES IN WRITING AND WORDED AS APPROVED BY OWNERS REPRESENTATIVE AND LANDSCAPE ARCHITECT PRIOR TO COMMENCING WORK.
3. PROJECT MANAGER SHALL INSTRUCT CONTRACTOR WITH RESPECT TO THE QUANTITY TYPE AND FREQUENCY OF SITE INSPECTIONS TO BE MADE ON WORKMANSHIP, PERFORMANCE AND QUALITY OF WORK, PRODUCTS AND MATERIALS PRIOR, DURING AND AFTER TO PLACEMENT. OWNER SHALL PAY THE COST OF INITIAL INSPECTIONS. IF ANY INSPECTION IDENTIFIES FAILURES OR DEFICIENCIES TO MEET SPECIFICATIONS. RE-INSPECTIONS OR SUPPLEMENTAL TESTS OR REJECTIONS SHALL BE REQUIRED. SUCH INSPECTIONS, INCLUDING RE-TESTING OF REJECTED MATERIALS OR REPLACEMENT OF PRODUCTS MATERIALS OR WORKMANSHIP FOR INSTALLED WORK SHALL BE DONE AT CONTRACTORS EXPENSE.

GENERAL NOTES:

1. CONTRACTOR IS RESPONSIBLE TO VERIFY ALL PLANT & MATERIAL QUANTITIES. THE SCHEDULE IS INTENDED AS A REFERENCE ONLY. SEE ENLARGED PLANTING PLANS FOR SHRUB AND PLANT LOCATIONS. QUANTITIES IN SCHEDULE ARE ESTIMATES ONLY.
2. OWNER AND/OR LANDSCAPE ARCHITECT IS TO APPROVE ALL LANDSCAPE MATERIALS PRIOR TO INSTALLATION WITH PRIOR NOTICE OF 48 HOURS. OWNER AND OR LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT LANDSCAPE MATERIALS INCLUDING PLANTS THROUGHOUT THE CONSTRUCTION PERIOD.
3. PROVIDE MATCHING SIZES AND FORMS OF LIKE SHRUB SPECIES AS SHOWN ON DRAWINGS.
4. APPLY TOPSOIL IN ALL PLANTING AREAS. A SOIL TEST SHALL BE DONE TO VERIFY QUALITY. CONTRACTOR TO AMEND TOP SOIL AS NECESSARY FROM SOIL REPORT TO COMPLY WITH ACCEPTABLE SOIL STANDARDS AND SPECIFICATIONS. SEE SPECIFICATIONS FOR DEPTH OF TOP SOIL.
5. THE LANDSCAPE & IRRIGATION CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT THEY OBTAIN ANY & ALL DRAWINGS, SPECIFICATIONS, CHANGE ORDERS & AS-BUILDS APPLICABLE TO CONTRACTORS SCOPE OF WORK PRIOR TO & DURING CONSTRUCTION ON SITE. CONFLICTING OR VAGUE INFORMATION SHALL BE NOTED AND SUBMITTED TO OWNER AND LANDSCAPE ARCHITECT FOR CLARIFICATION.
6. CONTRACTOR IS RESPONSIBLE TO REPLACE ALL DAMAGED NEW & EXISTING LANDSCAPE, INCLUDING BUT NOT LIMITED TO ALL PLANTS, TOPSOIL, WEED BARRIER, CURBING, WALKS, ETC.
7. CONTRACTOR SHALL TIE ALL PROPOSED LANDSCAPE MATERIALS WITH EXISTING INCLUDING BUT NOT LIMITED TO ALL PLANTS, TOPSOIL, WEED BARRIER, CURBING, WALKS, ETC.
8. CONTRACTOR TO REVIEW COMPLETE CONSTRUCTION DOCUMENTS FOR THE ENTIRE PROJECT INCLUDING, BUT NOT LIMITED TO, PROGRAM SPECIFICATIONS, GEOTECHNICAL REPORTS, CIVIL PLAN SET, ARCHITECTURAL PLAN SET (INCLUDING STRUCTURAL, MECHANICAL, PLUMBING, AND ELECTRICAL PLANS), AND ANY OTHER SHOP DRAWINGS OR SUBMITTALS PERTINENT TO, OR THAT IMPACTS, THE CONTRACTORS SCOPE OF WORK. DISCREPANCIES SHALL BE BROUGHT IMMEDIATELY TO THE GENERAL CONTRACTOR TO GENERATE A REQUEST FOR CLARIFICATION/INFORMATION TO BE DISTRIBUTED TO THE ENGINEER/ARCHITECT OF RECORD.
9. CONTRACTOR SHALL CAREFULLY STUDY AND INSPECT CIVIL AND ARCHITECTURAL PLANS AS-BUILTS DRAWING AND VISUALLY INSPECT. MAKE ON-SITE ADJUSTMENTS TO LANDSCAPE BASED OF FINAL DIMENSIONS AND LAYOUTS OF SITE AND BUILDINGS. PROVIDE A UNIT PRICE CREDIT FOR ANY PLANTS, AREA, OR PORTIONS OF THE LANDSCAPE OMITTED.
10. ANY PORTIONS OF THE LANDSCAPE NOT SHOWN OR CLEARLY IDENTIFIED BY THE LANDSCAPE CONSTRUCTION DOCUMENTS SHALL BE IDENTIFIED, AND A REQUEST FOR INFORMATION AND OR CHANGE ORDER SHALL BE SUBMITTED TO OWNERS REPRESENTATIVE TO ADDRESS.

PLAN SET NOTES:

1. SHEET L001 PLANT SCHEDULE, LEGEND GENERAL AND SITE NOTES. ALL PLANS IN THIS SET SHALL REFER TO THIS SHEET FOR SUCH INFORMATION.
2. SHEET L100 GROUNDCOVER PLAN
3. SHEET L101 PLANTING PLAN
4. SHEET L501 LANDSCAPE DETAILS
5. SEE CIVIL PLAN SET AND CONSTRUCTION DOCUMENTS FOR FURTHER SITE DESIGN, LAYOUT, GRADING AND UTILITY LOCATIONS.
6. SEE ARCHITECTURAL PLAN SET AND CONSTRUCTION DOCUMENTS FOR EXACT DIMENSIONS, SIZE, BUILDING LAYOUTS, ELEVATIONS AND ARCHITECTURAL DETAILS AND STRUCTURAL ELEMENTS AND EXACT BUILDING FOOTPRINTS.
7. SEE PROJECT MANUAL FOR ADDITIONAL SPECIFICATIONS FOR CONTRACTORS SCOPE OF WORK. IT IS ALSO CONTRACTORS RESPONSIBILITY THAT ALL APPLICABLE CHANGE ORDERS ADDENDUMS DIRECTIVES REVISIONS ETC ARE OBTAINED AND ADHERED TO.
8. NO IMPROVEMENTS OVER 3 FT HIGH, AS MEASURED FROM TOP BACK OF CURB ARE ALLOWED WITHIN SIGHT TRIANGLE AS SHOWN ON PLAN
9. 2: 1 MAXIMUM SLOPE IN LANDSCAPED AREAS SHALL BE ADHERED TO.

GENERAL CONSTRUCTION NOTES:

1. CONTRACTOR SHALL SECURE ALL NECESSARY PERMITS BEFORE CONSTRUCTION.
2. CONTRACTOR SHALL ADHERE TO ALL LOCAL, STATE, AND/OR FEDERAL LAWS PERTAINING TO THE PROJECT'S WORK.
3. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE ALL CONSTRUCTION ELEMENTS WITH OTHER TRADES PRIOR TO INSTALLATION AND BECOME FAMILIAR WITH THE LOCATION OF UNDERGROUND SERVICES AND IMPROVEMENTS.
4. THE CONTRACTOR SHALL EXAMINE THE SITE AND FULLY DETERMINE THE CONDITIONS UNDER THIS CONTRACT. NO ALLOWANCE WILL BE MADE FOR FAILURE OF BIDDERS TO ASCERTAIN ALL ASPECTS OF THE PROJECT.
5. PRIOR TO DIGGING, EXCAVATION, OR UNDERGROUND WORK, CONTRACTOR SHALL LOCATE AND PROTECT EXISTING UTILITIES AND SUBSURFACE SYSTEMS. CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR REPAIR AND EXPENSES INCURRED TO UTILITIES THAT BECOME DAMAGED AS A RESULT OF HIS WORK.
6. CONTRACTOR SHALL INSPECT WITH OWNER'S REPRESENTATIVE ALL PAVEMENT, SIDEWALK AND CURB DEFECTS PRIOR TO BEGINNING WORK. ALL HARDSCAPE SHALL BE RE-INSPECTED DURING FINAL INSPECTION. ANY DAMAGED AREAS SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE.
7. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE QUANTITIES AND MATERIALS REQUIRED TO COMPLETE THE WORK IN ACCORDANCE WITH THE PLANS. CONTRACTOR SHALL PROVIDE OWNER/LANDSCAPE ARCHITECT ACTUAL AMOUNTS REQUIRED FOR FINISHED INSTALLATION.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING GRADES AS ESTABLISHED BY THE PROJECT ENGINEER. RUNOFF AND DRAINAGE FLOWS SHALL NOT BE ALTERED OR IMPEDED.
9. THE CONTRACTOR SHALL FURNISH ALL LABOR, TOOLS, EQUIPMENT, MATERIALS, EMPLOYEE AND SUBCONTRACTOR SUPERVISION FOR IT'S PORTION OF THE PROJECT TO IMPLEMENT PLANS AND SPECIFICATIONS.
10. THE CONTRACTOR ASSUMES ALL RISKS IN THE PERFORMANCE OF THE WORK AND RESPONSIBILITY FOR LOSS AND EXPENSE RESULTING FROM ON-SITE INJURY.
11. THE CONTRACTOR IS RESPONSIBLE FOR SUPERVISION, SAFETY, ADMINISTRATION, SCHEDULING, COORDINATION AND MANAGEMENT OF SUBCONTRACTORS.
12. THE CONTRACTOR SHALL PROTECT ALL PERSONS NEAR OR ON THE PREMISES FROM UNREASONABLE RISK OF INJURY. PROVIDE WARNING SIGNS, LIGHTS, BARRICADES, RAILINGS, FLAGMEN OR OTHER NECESSARY SAFEGUARD.
13. OWNER / LANDSCAPE ARCHITECT INSPECTIONS SHALL NOT BE DEEMED SUPERVISION OF CONTROL OF CONSTRUCTION BY CONTRACTOR OR SUBCONTRACTORS.
14. ALL CONTRACTS SHALL BE WRITTEN DIRECTLY BETWEEN CONTRACTOR AND OWNER. SPECIFIC TERMS OF WORK SHALL BE NEGOTIATED DIRECTLY BETWEEN PARTIES.
15. OWNER / LANDSCAPE ARCHITECT SHALL REVIEW SHOP DRAWINGS, PRODUCT DATA AND SAMPLES SUBMITTED BY THE CONTRACTOR FOR THE SOLE PURPOSE OF COMPLIANCE WITH THE DESIGN CONCEPT AND WITH INFORMATION GIVEN IN THE CONTRACT DOCUMENTS. OWNER AND LANDSCAPE ARCHITECT ASSUMES NO LIABILITY FOR CHANGES THAT HAVE NOT BEEN REVIEWED AND AUTHORIZED IN WRITING.
16. WHERE TWO OR MORE REQUIREMENTS CREATE OVERLAPPING CONDITIONS, CONFLICTING MINIMUMS OR LEVELS OF QUALITY, ALL OR THE MORE STRINGENT REQUIREMENTS OR THE HIGHER QUALITY LEVEL IS INTENDED, AND SHALL BE ENFORCED. CONFLICTING REQUIREMENTS SHALL BE REFERRED TO THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE WHOSE INTERPRETATION WILL BE FINAL.
17. WALKS AND PLANTERS SHOWN ON LANDSCAPE PLANS ARE FOR LAYOUT REFERENCE ONLY. REFER TO CIVIL PLANS FOR HORIZONTAL AND VERTICAL CONTROL
18. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT THE MOST CURRENT PLANS & SPECIFICATIONS ARE USED & CONVEYED TO ALL SUB- CONTRACTORS AS APPLICABLE.

PLANT SCHEDULE ZEBD BUS DEPOT

DECIDUOUS TREES	CODE	BOTANICAL / COMMON NAME	SIZE	CONTAINER		QTY
	ACE AU2	Acer freemanii `Autumn Blaze` / Autumn Blaze Maple	2" Cal.	24" Box		2
	ACE JCS	Acer truncatum x platanoides 'JFS-KW202' TM / Crimson Sunset Maple	2" Cal.	24" Box		5
	ULM EM2	Ulmus propinqua `JFS-Bieberich` TM / Emerald Sunshine Elm	2" Cal.	24" Box		2
FLOWERING TREES	CODE	BOTANICAL / COMMON NAME	SIZE	CONTAINER		QTY
	PIS RED	Pistacia x `Red Push` / Red Push Pistache	2" Cal.	24" Box		3
GRASSES	CODE	BOTANICAL / COMMON NAME	SIZE	CONTAINER		QTY
	CAR RRS	Carex buchananii 'Red Rooster' / Red Rooster Leather Leaf Sedge	1 gal.			85
	TRI DAC	Tripsacum dactyloides nana / Dwarf Fakahatchee Grass	1 gal.			39
PERENNIALS	CODE	BOTANICAL / COMMON NAME	SIZE	CONTAINER		QTY
	LAN RE5	Lantana camara `Balluced` TM / Little Lucky Red Lantana	1 gal.			63
	PEN TPA	Penstemon strictus `Bandera` / Bandera Rocky Mountain Penstemon	1 gal			35
ANNUALS/PERENNIALS	CODE	BOTANICAL / COMMON NAME	SIZE	CONTAINER		QTY
	GAU WHI	Gaura lindheimeri `Whirling Butterflies` / Whirling Butterflies Gaura	1 gal			69
	RUD GO2	Rudbeckia fulgida sullivantii `Goldstrum` / Black-eyed Susan	1 gal			58
GROUND COVERS	CODE	BOTANICAL / COMMON NAME	SIZE	CONTAINER	SPACING	QTY
	HER SE2	Herniaria glabra `Sea Foam` / Rupturewort	4"	Pot	12" o.c.	325

REFERENCE NOTES SCHEDULE

	ROCK	
SYMBOL	DESCRIPTION	QTY
	JASPER BOULDER 2` - 4` DIAMETER; 1/3 @ 4` DIAMETER, 1/3 @ 3` DIAMETER AND 1/3 @ 2` DIAMETER. BOULDERS SOURCED FROM CASCADE ROCK INC.	11

	ROCK	
SYMBOL	DESCRIPTION	QTY
	3"- 6" "NOYO COBBLE STONE" COBBLE ROCK MULCH 5" MIN. DEPTH OVER WEED BARRIER FABRIC. SUGGESTED SUPPLIER "CASCADE ROCK INC."	2,578 sf
	"WALK-ON" FIR BARK WOOD MULCH - FINELY SHREDDED WOOD MULCH AT 3" DEPTH. SUGGESTED SUPPLIER "CASCADE ROCK INC."	2,102 sf

LANDSCAPE CONTRACTOR ACKNOWLEDGMENT:
I HAVE REVIEWED THE FULL PLAN SET AND READ THE NOTES AND SPECIFICATIONS, INCLUDING THE GENERAL NOTES ON THE MASTER DRAWING SET.

BY: _____ DATE: _____

COMPANY: _____ TITLE: _____

REVISIONS

NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV: SEE NOTES

THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.

FIELD BOOK

SCALE
HORIZ. _____
VERT. _____

CITY# 400164

CITY OF ROSEVILLE CALIFORNIA

PSOMAS
1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

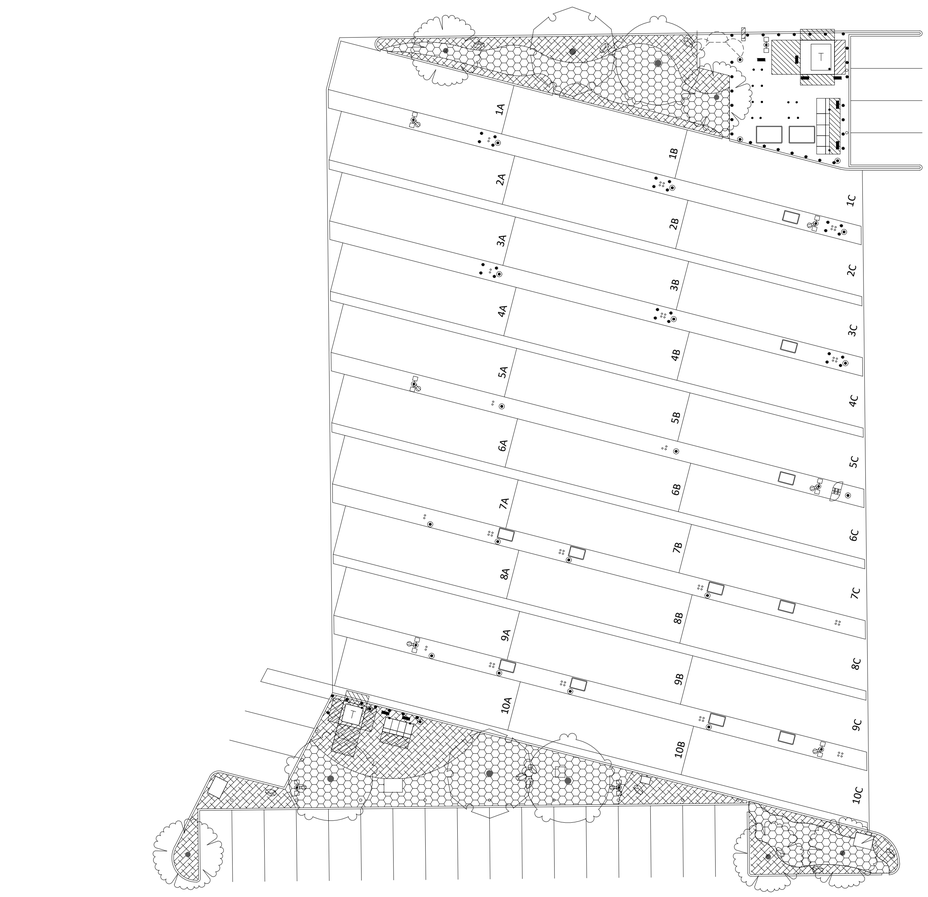
DESIGNED BY: MEGAN BUCHE DATE 9/2021
CHECKED BY: BRIAN WRIGHT DATE 9/2021
DRAWN BY: CHARUNI KURUMBALAPITIYA DATE 9/2021

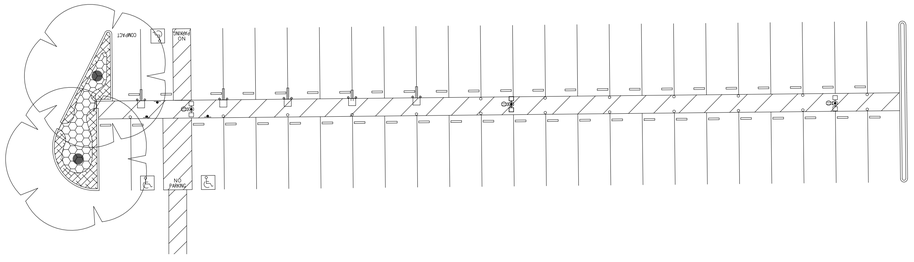
REGISTERED PROFESSIONAL ENGINEER
BRIAN G. WRIGHT
No. C59331
Exp. 6-30-23
CIVIL
STATE OF CALIFORNIA

CITY OF ROSEVILLE CORPORATION YARD
ZERO EMISSION BUS DEPOT PROJECT
LANDSCAPE NOTES AND SCHEDULES

SHEET 38 — OF — 47

Xrefs: ZEBD-C-MODEL\ZEBD-C-SITE\ZEBD-X-UTIL\ZEBD-C-UTIL\ZEBD-C-BORDER
Images: cropped COR black logo.tif|cropped COR black logo.tif





REFERENCE NOTES SCHEDULE

	ROCK
SYMBOL	DESCRIPTION
	JASPER BOULDER 2" - 4" DIAMETER; 1/3 @ 4" DIAMETER, 1/3 @ 3" DIAMETER AND 1/3 @ 2" DIAMETER. BOULDERS SOURCED FROM CASCADE ROCK INC.

	ROCK
SYMBOL	DESCRIPTION
	3"- 6" "NOYO COBBLE STONE" COBBLE ROCK MULCH 5" MIN. DEPTH OVER WEED BARRIER FABRIC. SUGGESTED SUPPLIER "CASCADE ROCK INC."
	"WALK-ON" FIR BARK WOOD MULCH - FINELY SHREDDED WOOD MULCH AT 3" DEPTH. SUGGESTED SUPPLIER "CASCADE ROCK INC."

NORTH

0 20 40 60 feet

SCALE: 1" = 20'

LANDSCAPE CONTRACTOR ACKNOWLEDGMENT:
I HAVE REVIEWED THE FULL PLAN SET AND READ THE NOTES AND SPECIFICATIONS, INCLUDING THE GENERAL NOTES ON THE MASTER DRAWING SET.

BY: DATE:

COMPANY: TITLE:

REVISIONS

NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. SEE NOTES

THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.

FIELD BOOK

SCALE
HORIZ.
VERT.

CITY# 400164

CITY OF ROSEVILLE CALIFORNIA

PSOMAS
1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: MEGAN BUCHE DATE 9/2021
CHECKED BY: BRIAN WRIGHT DATE 9/2021
DRAWN BY: CHARUNI KURUMBALAPITIYA DATE 9/2021

REGISTERED PROFESSIONAL ENGINEER
BRIAN G. WRIGHT
No. C59351
Exp. 6-30-23
CIVIL
STATE OF CALIFORNIA

CITY OF ROSEVILLE CORPORATION YARD
ZERO EMISSION BUS DEPOT PROJECT
GROUNDCOVER PLAN

SHEET 39 OF 47

Xrefs: ZEBD-C-MODEL\ZEBD-C-SITE\ZEBD-X-UTIL\ZEBD-C-UTIL\ZEBD-C-BORDER
Images: cropped COR black logo.tif|cropped COR black logo.tif

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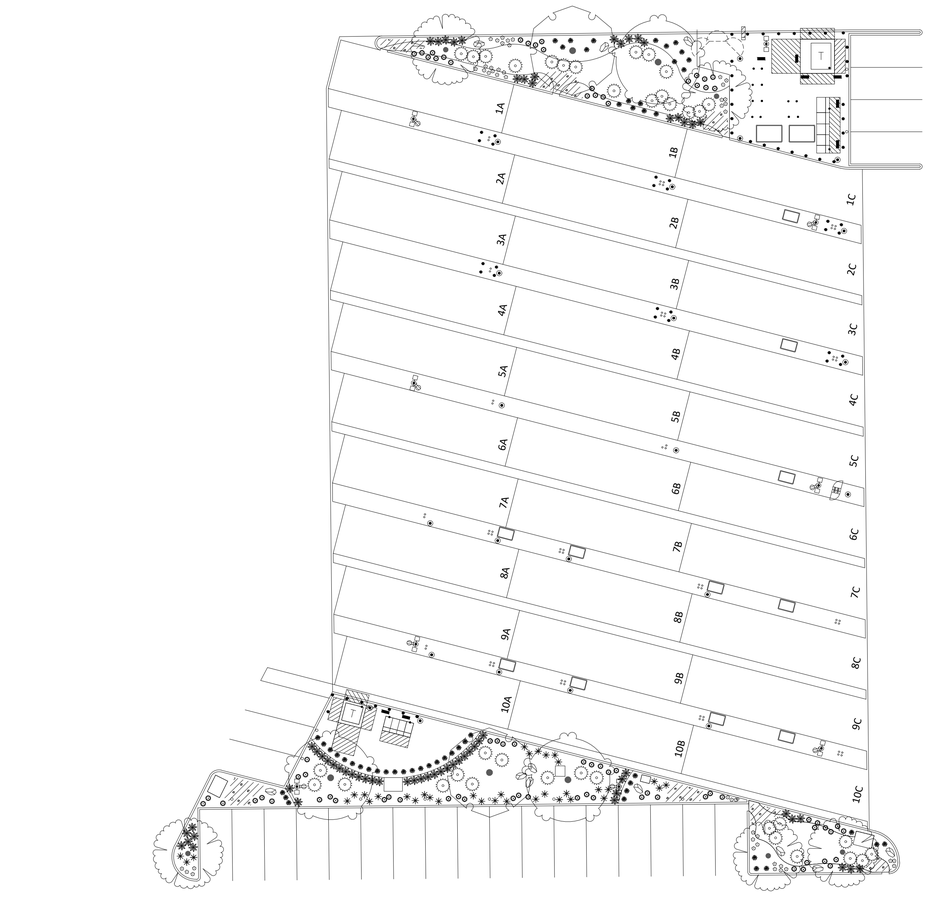
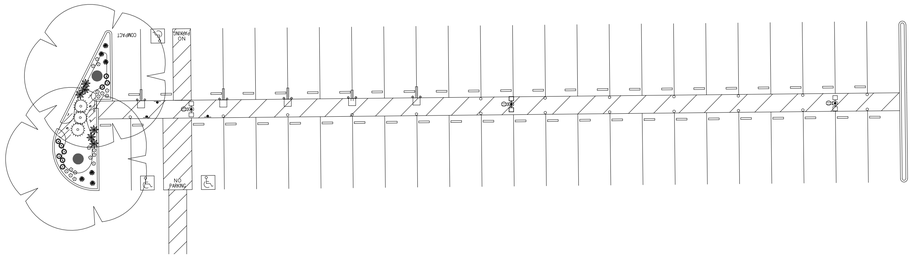




PLANT SCHEDULE ZEBD BUS DEPOT

DECIDUOUS TREES	CODE	BOTANICAL / COMMON NAME	SIZE	CONTAINER	
	ACE AU2	Acer freemanii `Autumn Blaze` / Autumn Blaze Maple	2" Cal.	24" Box	
	ACE JCS	Acer truncatum x platanoides 'JFS-KW202' TM / Crimson Sunset Maple	2" Cal.	24" Box	
	ULM EM2	Ulmus propinqua `JFS-Bieberich` TM / Emerald Sunshine Elm	2" Cal.	24" Box	
FLOWERING TREES	CODE	BOTANICAL / COMMON NAME	SIZE	CONTAINER	
	PIS RED	Pistacia x `Red Push` / Red Push Pistache	2" Cal.	24" Box	
GRASSES	CODE	BOTANICAL / COMMON NAME	SIZE	CONTAINER	
	CAR RRS	Carex buchananii 'Red Rooster' / Red Rooster Leather Leaf Sedge	1 gal.		
	TRI DAC	Tripsacum dactyloides nana / Dwarf Fakahatchee Grass	1 gal.		
PERENNIALS	CODE	BOTANICAL / COMMON NAME	SIZE	CONTAINER	
	LAN RE5	Lantana camara `Balluced` TM / Little Lucky Red Lantana	1 gal.		
	PEN TPA	Penstemon strictus `Bandera` / Bandera Rocky Mountain Penstemon	1 gal		
ANNUALS/PERENNIALS	CODE	BOTANICAL / COMMON NAME	SIZE	CONTAINER	
	GAU WHI	Gaura lindheimeri `Whirling Butterflies` / Whirling Butterflies Gaura	1 gal		
	RUD GO2	Rudbeckia fulgida sullivantii `Goldstrum` / Black-eyed Susan	1 gal		
GROUND COVERS	CODE	BOTANICAL / COMMON NAME	SIZE	CONTAINER	SPACING
	HER SE2	Herniaria glabra `Sea Foam` / Rupturewort	4"	Pot	12" o.c.

NORTH

0 20 40 60 feet

SCALE: 1" = 20'

LANDSCAPE CONTRACTOR ACKNOWLEDGMENT:
I HAVE REVIEWED THE FULL PLAN SET AND READ THE NOTES AND SPECIFICATIONS, INCLUDING THE GENERAL NOTES ON THE MASTER DRAWING SET.

BY: DATE:

COMPANY: TITLE:

REVISIONS

NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV: SEE NOTES

THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.

FIELD BOOK

SCALE
HORIZ. ____
VERT. ____

CITY# 400164

CITY OF ROSEVILLE CALIFORNIA

PSOMAS
1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: MEGAN BUCHE DATE 9/2021
CHECKED BY: BRIAN WRIGHT DATE 9/2021
DRAWN BY: CHARUNI KURUMBALAPITIYA DATE 9/2021

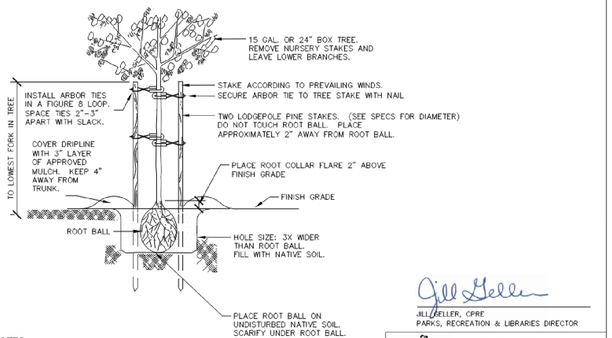
REGISTERED PROFESSIONAL ENGINEER
BRIAN G. WRIGHT
No. C59371
Exp. 6-30-23
CIVIL
STATE OF CALIFORNIA

CITY OF ROSEVILLE CORPORATION YARD
ZERO EMISSION BUS DEPOT PROJECT
PLANTING PLAN

SHEET 40 OF 47

Xrefs: ZEBD-C-MODEL|ZEBD-C-SITE|ZEBD-X-UTIL|ZEBD-C-UTIL|ZEBD-C-BORDER
Images: cropped COR black logo.tif|cropped COR black logo.tif

Plotted: 12/21/2021 16:33:51. | Drawing: R:\6ROS013305\PLANNING\CAD\Sheets\ZEBD landscape.dwg | Layout: L102 - Planting Plan | By: chris.hupp



NOTES

1. SCORE ROOT BALL AND CUT GIRDLING ROOTS ON ALL FOUR SIDES OF ROOT BALL.
2. FOR LAWN AREAS: PROVIDE A 3' DIA. AREA FREE OF TURF.
3. TREES FURNISHED IN #15 NURSERY CONTAINERS REQUIRE 2" DIA. STAKES. TREES LESS THAN 8' IN HEIGHT REQUIRE AN 8' STAKE. TREES 8' OR GREATER IN HEIGHT REQUIRE A 10' STAKE. TREES FURNISHED IN 24" BOXES REQUIRE 3" DIA. BY 10' LONG STAKES.
4. INSTALL 2 ARBOR TIES, AT 2/3 OF TREE HEIGHT AND 2 ARBOR TIES AT 1/2 OF TREE HEIGHT.
5. TREE STAKES SHOULD BE INSERTED INTO THE GROUND TO A MINIMUM DEPTH OF 18".
6. TREES TO BE STRUCTURALLY PRUNED BEFORE PLANTING. ESTABLISH A CENTRAL LEADER AND REDUCE OR REMOVE CODOMINANT LEADERS.

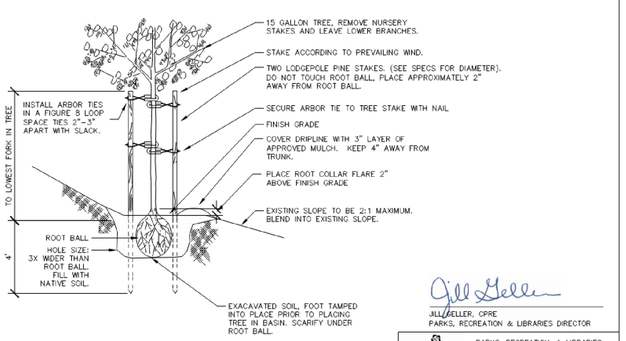
JILL GELLER, CPRE
PARKS, RECREATION & LIBRARIES DIRECTOR

CITY OF ROSEVILLE CALIFORNIA — PARKS, RECREATION, & LIBRARIES DEPARTMENT

TREE PLANTING

SCALE: NONE
REVISED: JULY 2021
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

PK–20



NOTES

1. SCORE ROOT BALL AND CUT GIRDLING ROOTS ON ALL FOUR SIDES OF ROOT BALL.
2. TREES FURNISHED IN #15 NURSERY CONTAINERS REQUIRE 2" DIA. STAKES. TREES LESS THAN 8' IN HEIGHT REQUIRE AN 8' STAKE. TREES 8' OR GREATER IN HEIGHT REQUIRE A 10' STAKE. TREES FURNISHED IN 24" BOXES REQUIRE 3" DIA. BY 10' LONG STAKES.
3. INSTALL 2 ARBOR TIES, AT 2/3 OF TREE HEIGHT AND 2 ARBOR TIES AT 1/2 OF TREE HEIGHT.
4. TREE STAKES SHOULD BE INSERTED INTO THE GROUND TO A MINIMUM DEPTH OF 18".
5. TREES TO BE STRUCTURALLY PRUNED BEFORE PLANTING. ESTABLISH CENTRAL LEADER AND REDUCE OR REMOVE CODOMINANT LEADERS.

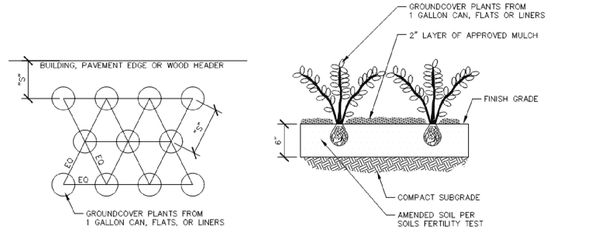
JILL GELLER, CPRE
PARKS, RECREATION & LIBRARIES DIRECTOR

CITY OF ROSEVILLE CALIFORNIA — PARKS, RECREATION, & LIBRARIES DEPARTMENT

TREES ON SLOPES

SCALE: NONE
REVISED: JULY 2021
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

PK–21



NOTES

1. "S" REFERS TO PLANT SPACING, SEE PLANT TABLE ON CONSTRUCTION DOCUMENTS.

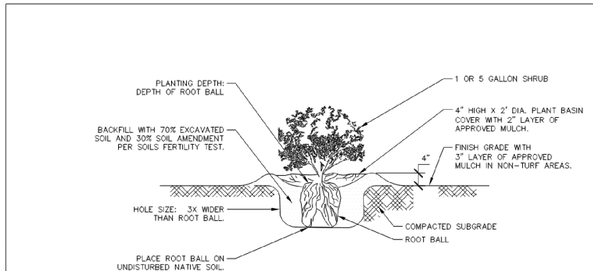
JILL GELLER, CPRE
PARKS, RECREATION & LIBRARIES DIRECTOR

CITY OF ROSEVILLE CALIFORNIA — PARKS, RECREATION, & LIBRARIES DEPARTMENT

GROUNDCOVER PLANTING

SCALE: NONE
REVISED: JULY 2021
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

PK–17



NOTES

1. AMENDMENT SHALL BE CONSISTENT WITH SOILS FERTILITY TEST.
2. PLANTING AREAS SHALL BE TREATED WITH PRE-EMERGENT PRIOR TO PLANTING TO PREVENT GERMINATION OF WEED SEEDS.
3. SCORE ROOT BALL IN VARIOUS LOCATIONS.

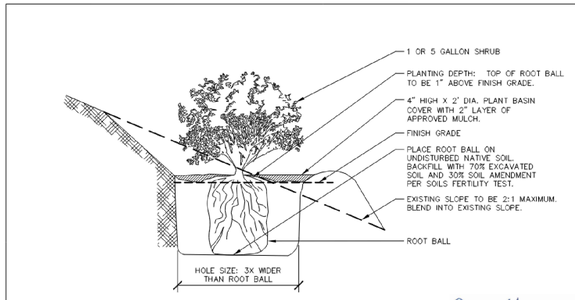
JILL GELLER, CPRE
PARKS, RECREATION & LIBRARIES DIRECTOR

CITY OF ROSEVILLE CALIFORNIA — PARKS, RECREATION, & LIBRARIES DEPARTMENT

SHRUB PLANTING

SCALE: NONE
REVISED: JULY 2021
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

PK–18



NOTES

1. PLANTER AREAS SHALL HAVE PRE-EMERGENT HERBICIDE APPLIED BEFORE PLANTING TO PREVENT GERMINATION OF WEED SEEDS.
2. BUBBLERS TO BE PLACED ON UPHILL SIDE OF SHRUB.
3. SCORE ROOT BALL IN VARIOUS LOCATIONS.

JILL GELLER, CPRE
PARKS, RECREATION & LIBRARIES DIRECTOR

CITY OF ROSEVILLE CALIFORNIA — PARKS, RECREATION, & LIBRARIES DEPARTMENT

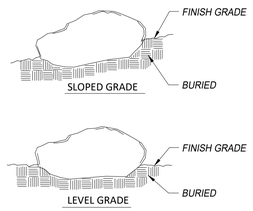
SHRUBS ON SLOPES

SCALE: NONE
REVISED: JULY 2021
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

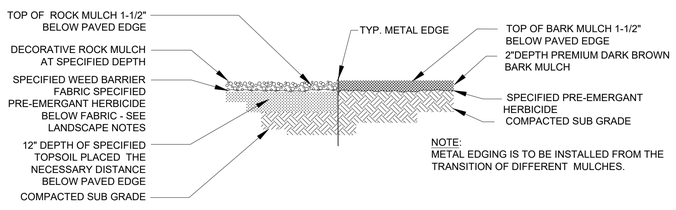
PK–19

BOULDER NOTES:

1. INSTALLER RESPONSIBLE TO PREVENT ANY SEVERE CHIPPING OR DAMAGE TO BOULDERS DURING THE PLACEMENT PROCESS.
2. BOULDERS ARE TO BE PLACED USING CABLES FROM A LOADER BOOM OR A BOULDER PLACEMENT BOOM.
3. BOULDER IS TO ULTIMATELY BE SET TO A MINIMUM OF 1/3 BURIED (SEE DETAIL).
4. ALL CAVITIES AND VOIDS NEAR THE BOTTOM OF THE BOULDER ARE TO BE SET BELOW FINISH GRADE.
5. BOULDERS IN CLUSTERS ARE TO BE SET AT VARIED HEIGHTS

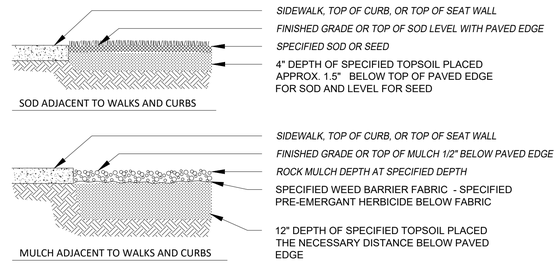


D BOULDER DETAIL
NO SCALE



NOTE:
METAL EDGING IS TO BE INSTALLED FROM THE TRANSITION OF DIFFERENT MULCHES.

A METAL EDGING - TRANSITION BETWEEN MULCHES
NO SCALE



B INSTALLATION OF ROCK MULCH AND SOD AREAS
NO SCALE

LANDSCAPE CONTRACTOR ACKNOWLEDGMENT:
I HAVE REVIEWED THE FULL PLAN SET AND READ THE NOTES AND SPECIFICATIONS, INCLUDING THE GENERAL NOTES ON THE MASTER DRAWING SET.

BY: DATE:

COMPANY: TITLE:

REVISIONS

NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. SEE NOTES

THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.

FIELD BOOK

SCALE
HORIZ. ____
VERT. ____

CITY# 400164

CITY OF ROSEVILLE CALIFORNIA

PSOMAS
1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: MEGAN BUCHE DATE 9/2021
CHECKED BY: BRIAN WRIGHT DATE 9/2021
DRAWN BY: CHARUNI KURUMBALAPITIYA DATE 9/2021

REGISTERED PROFESSIONAL ENGINEER — BRIAN G. WRIGHT — No. C59331 — Exp. 6-30-23 — CIVIL — STATE OF CALIFORNIA

CITY OF ROSEVILLE CORPORATION YARD
ZERO EMISSION BUS DEPOT PROJECT
LANDSCAPE DETAILS

SHEET 41 — OF — 47

Xrefs: ZEBD-C-MODEL\ZEBD-C-SITE\ZEBD-X-UTIL\ZEBD-C-UTIL\ZEBD-C-BORDER
Images: cropped COR black logo.tif|cropped COR black logo.tif

Plotted: 12/21/2021 16:34:26. | Drawing: R:\6ROS013305\PLANNING\CAD\Sheets\ZEBD landscape.dwg | Layout: L501 – Landscape Details | By: chris.hupp

IRRIGATION NOTES:

1. LAYOUT OF IRRIGATION COMPONENTS IS SCHEMATIC FOR GRAPHIC CLARITY. ALL COMPONENTS SHALL BE PLACED IN LANDSCAPED AREAS, EXCEPT PIPE AND WIRE IN SLEEVING UNDER HARDSCAPES. CONTRACTOR TO NOTIFY THE OWNER APPROVED REPRESENTATIVE (OAR) OF ANY CONFLICTS AND REQUEST INSTRUCTIONS PRIOR TO COMMENCING OR PROCEEDING WITH THAT WORK.

2. ALL IRRIGATION EQUIPMENT SHALL BE INSTALLED PER LOCAL CODE REQUIREMENTS.

3. UTILITY LOCATIONS & DEPTHS, FINAL GRADES, HARDSCAPE FEATURES AND OR PLANTINGS MAY NOT BE INDICATED WITHIN THE IRRIGATION CD'S. IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR REVIEW OF OTHER PLANS, AND/OR SITE VERIFICATION OF THESE ITEMS. IRRIGATION CONTRACTOR SHALL VERIFY LOCATION OF EXISTING FEATURES OR OTHER SITE IMPROVEMENTS THAT WILL AFFECT OR BE AFFECTED BY IRRIGATION SYSTEM INSTALLATION. IF ANY PART OF THE CD'S CANNOT BE FOLLOWED DUE TO EXISTING OR PROPOSED CONDITIONS CONTACT THE OWNER APPROVED REPRESENTATIVE (OAR) FOR INSTRUCTIONS PRIOR TO COMMENCING OR PROCEEDING WITH THAT WORK.

4. CONTRACTOR SHALL SELF-VERIFY MATERIAL COUNTS AND SQUARE FOOTAGES. ANY QUANTITIES SHOWN IN IRRIGATION LEGEND ARE PROVIDED AS COURTESY OWNER INFORMATION ONLY. SHOWN PLAN QUANTITIES SHALL TAKE PRECEDENCE OVER ANY LISTED LEGEND QUANTITIES. CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE THE LARGER QUANTITY INDICATED.

5. CONTRACTOR SHALL CONTACT THE LOCAL UNDERGROUND UTILITY PROVIDER OR LOCATOR SERVICES FOR UTILITY LOCATION AND IDENTIFICATION 48 HOURS PRIOR TO ANY EXCAVATION ON PROJECT SITE.

6. PERFORM EXCAVATION IN THE VICINITY OF UNDERGROUND UTILITIES AND EXISTING BUILDINGS, FEATURES OR HARDSCAPES WITH CARE; AND IF NECESSARY, BY HAND. CONTRACTOR BEARS FULL RESPONSIBILITY FOR THIS WORK AND DISRUPTION OR DAMAGE SHALL BE REPAIRED IMMEDIATELY AT NO EXPENSE TO THE OWNER.

7. EXACT LOCATIONS OF MAJOR IRRIGATION COMPONENTS AND ROUTING OF MAIN LINE AND WIRING TO BE APPROVED BY THE OAR IN THE FIELD PRIOR TO INSTALLATION. IRRIGATION MAIN LINE AND/OR OTHER COMPONENTS ARE SHOWN SCHEMATICALLY ON PLAN FOR GRAPHIC CLARITY ONLY. ALL IRRIGATION COMPONENTS SHALL BE LOCATED IN LANDSCAPED AREAS.

8. IRRIGATION PLANS MAY SHOW ISOLATION VALVES AND OR REMOTE CONTROL VALVES (RCV'S) IN GROUPS AND LOCATIONS. CONTRACTOR SHALL PLACE RCV'S IN LOGICAL GROUPINGS AND LOCATIONS AS FIELD CONDITIONS PERMIT. ALL REMOTE CONTROL VALVES AND QUICK COUPLER VALVES SHALL BE ISOLATED FROM THE MAIN LINE VIA A MANIFOLD ISOLATION VALVE AS SHOWN IN DETAILS.

9. QUICK COUPLER VALVES IN LANDSCAPED AREAS SHALL BE INSTALLED AS CLOSE AS POSSIBLE TO PLAN LOCATIONS. IRRIGATION CONTRACTOR MAY LOCATE QUICK COUPLER VALVES AT HIS DISCRETION, FOLLOWING DESIGN INTENT TO PLACE QUICK COUPLER VALVES SO THAT SPACING SHALL NOT EXCEED 200 FEET APART TO ALLOW FOR MANUAL HAND WATERING OF PLANT MATERIAL WITH 100 FEET OF HOSE.

10. CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE ALL SLEEVES NECESSARY FOR MAIN LINE, WIRE AND LATERAL LINE ARE INSTALLED AS NEEDED, PRIOR TO HARDSCAPE FEATURES. NOT ALL SLEEVING NECESSARY TO COMPLETE THIS PROJECT MAY BE SHOWN ON PLAN. PORTIONS OF IRRIGATION SLEEVES MAY HAVE OR MAY NOT HAVE BEEN PREVIOUSLY INSTALLED BY OTHERS. COORDINATE LOCATION, INSTALLATION AND USAGE WITH GENERAL CONTRACTOR AND OR OAR.

11. CONTRACTOR SHALL BE RESPONSIBLE TO MAINTAIN EXISTING LANDSCAPE PLANT MATERIAL SERVICED BY EXISTING IRRIGATION SYSTEM IN A HEALTHY MANNER. CONTRACTOR SHALL NOT HAVE EXISTING IRRIGATION SYSTEM DISABLED FOR MORE THAN 48 HOURS AT ANY TIME. UPON DISABLING OR DEMOLISHING EXISTING IRRIGATION, CONTRACTOR SHALL INSTALL NEW MAIN AND WIRES TO RESTORE OPERATION IN NO MORE THAN 48 HOURS. CONTRACTOR SHALL BE RESPONSIBLE TO PREVENT DEBRIS FROM ENTERING EXISTING PIPING.

12. FINAL LOCATION AND ROUTING OF IRRIGATION MAIN LINE AND MAJOR COMPONENTS SHALL BE APPROVED BY OWNER'S APPROVED REPRESENTATIVE. CONTRACTOR SHALL PERFORM LAYOUT OF IRRIGATION MAIN LINE ROUTING AND MAJOR COMPONENT LOCATIONS, AND MAKE APPOINTMENT AT LEAST 24 HOURS IN ADVANCE OF INSTALLATION FOR APPROVAL. WORK INSTALLED WITHOUT APPROVAL IS SUBJECT TO REJECTION AND REPLACEMENT AT CONTRACTOR EXPENSE.

13. CONTRACTOR SHALL SUBMIT TO OWNER AN IRRIGATION SCHEDULE REQUIRED FOR ESTABLISHMENT OF NEW LANDSCAPE, AND ONE FOR WORST-CASE OPERATION AFTER GROW-IN.

14. CONTRACTOR SHALL ENSURE THAT THERE IS PROPER COVERAGE AND OVERLAP FROM NEW IRRIGATION SYSTEM TO EXISTING IRRIGATION SYSTEM. ANY DISCREPANCIES OR DIFFICULTIES SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT.

MAINTENANCE, GUARANTEE, SUBMITTALS NOTES:

1. CONTRACTOR SHALL BE REQUIRED TO MAINTAIN THE IRRIGATION SYSTEM IN PROPER WORKING ORDER DURING CONSTRUCTION SO SUBSTANTIAL COMPLETION, FOR SIXTY (60) DAY PLANT ESTABLISHMENT PERIOD, AND FOR A PERIOD OF ONE (1) YEAR FROM DATE OF COMPLETION OF THE ESTABLISHMENT PERIOD. IF UNSATISFACTORY CONDITIONS OR DAMAGE DEVELOPS IN THE PERIOD STIPULATED THE CONTRACTOR SHALL IMMEDIATELY PLACE IT IN SATISFACTORY CONDITION.

2. FILL AND REPAIR DEPRESSIONS AND REPLACE PLANTING'S DUE TO SETTLEMENT OF IRRIGATION TRENCHES.

3. AT END OF THE FIRST SEASON, SHUT OFF AND WINTERIZE SYSTEM. AT THE BEGINNING OF THE NEXT SEASON. RE-COMMISION SYSTEM. MAKE ADJUSTMENTS AND REPAIRS REQUIRED TO MAKE SYSTEM FULLY OPERATIONAL.

4. ALL WORK AND MATERIALS SHALL BE GUARANTEED FOR COMPLIANCE WITH THE CONTRACT REQUIREMENTS, FOR ONE (1) YEAR FROM DATE ON COMPLETION OF THE ESTABLISHMENT PERIOD. IF UNSATISFACTORY CONDITIONS OR DAMAGE DEVELOPS IN THE PERIOD STIPULATED BY THIS GUARANTY THAT IS NOT CAUSED BY OWNERS ABUSE OR NEGLECT, OBVIOUS VANDALISM, THEFT, OR CASUALTY TO THE PROPERTY, IT SHALL BE DEEMED TO BE A RESULT OF FAULTY MATERIALS OR WORKMANSHIP. THE CONTRACTOR SHALL PROVIDE AT NO ADDITIONAL COST TO THE OWNER, ALL LABOR AND MATERIAL NECESSARY TO REPLACE MATERIALS OR PLACE THE DEFECTIVE INSTALLATION IN A CORRECT OPERATING AND SATISFACTORY CONDITION. ALL GUARANTEES SHALL BE IN WRITING AND WORDED AS APPROVED BY LANDSCAPE ARCHITECT.

5. CONTRACTOR SHALL SUBMIT THE FOLLOWING PRIOR TO &/OR DURING CONSTRUCTION. DURATION AND TIMES TO WATER INCLUDE ADJUSTMENT RECOMMENDATIONS:

A. PRODUCT DATA: SUBMIT MANUFACTURE'S TECHNICAL PRODUCT DATA & INSTALLATION INSTRUCTIONS FOR IRRIGATION SYSTEM MATERIALS & PRODUCTS.

B. DESIGN DRAWINGS: SUBMIT SCALE DRAWINGS THAT IDENTIFY THE SIZE TYPE AND LOCATION OF ALL SLEEVES, MAIN LINE, LATERAL LINES, VALVES, SPRINKLER HEADS AND OTHER DEVICES, THE DIFFERENT DEVICES AND SPRINKLER HEADS SHALL BE DISTINGUISHED BY USING DIFFERENT GRAPHIC SYMBOLS, NAME AND/OR NUMBERS. A LEGEND OF SYMBOLS SHALL BE PROVIDED THAT WILL IDENTIFY THE SPECIFIC PRODUCTS AND PRODUCT NUMBER. QUANTITIES AND LENGTHS OF ALL PRODUCTS AND MATERIALS SHALL ALSO BE PROVIDED IN LEGEND. ALL DRAWINGS MUST BE IN AUTOCAD COMPATIBLE FORMAT.

C. MAINTENANCE DATA: SUBMIT MAINTENANCE DATA AND PARTS LISTS FOR IRRIGATION SPRINKLER SYSTEM MATERIALS.

D. CONTRACTOR SHALL ALSO PROVIDE TWO 11X17 LAMINATED SPRINKLER ZONE (CIRCUIT) MAPS INCLUDING GENERAL GUIDELINES FOR WINTERIZING AND SPRING START UP PROCEDURES ALL MANUAL VALVE LOCATIONS SHALL BE IDENTIFIED INCLUDING GENERAL GUIDELINES FOR ZONE ISOLATION PROCEDURES.

IRRIGATION SCHEDULE ZEBD IRRIGATION

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	DETAIL
	Hunter ICZ-101-40 1" Dnp Control Zone Kit. 1" ICV Globe Valve with 1" HY100 filter system. Pressure Regulation: 40psi. Flow Range: 2 GPM to 20 GPM. 150 mesh stainless steel screen.	3	
360	Hunter HS-B-STK Dnp 360 Large Diameter, Umbrella of Water. Micro Spray for Residential/Commercial use. Operating Range: 15psi to 30psi. Full 360 degree spray. Halo-Spray with Barb and 6" Stake.	24	
	Area to Receive Dripline Hunter HDL-06-18-CV HDL-06-18-CV: Hunter Dripline w/ 0.6 GPH emitters at 18" O.C. Check valve, dark brown tubing with gray striping. Dripline laterals spaced at 18" apart, with emitters offset for triangular pattern. Install with Hunter PLD barbed or PLD-LOC fittings.	3,111 l.f.	

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	DETAIL
	Irrigation Lateral Line: PVC Schedule 40 3/4"	887.7 l.f.	
	Irrigation Lateral Line: PVC Schedule 40 1"	58.8 l.f.	
	Irrigation Lateral Line: PVC Schedule 40 1 1/4"	43.9 l.f.	
— — — —	Irrigation Mainline: PVC Schedule 40	336.7 l.f.	
	Pipe Sleeve: PVC Schedule 40 3" Typical pipe sleeve for irrigation pipe. Pipe sleeve size shall allow for irrigation piping and their related couplings to easily slide through sleeving material. Extend sleeves 18 inches beyond edges of paving or construction.	41.4 l.f.	
	Pipe Sleeve: PVC Schedule 40 6" Typical pipe sleeve for irrigation pipe. Pipe sleeve size shall allow for irrigation piping and their related couplings to easily slide through sleeving material. Extend sleeves 18 inches beyond edges of paving or construction.	187.8 l.f.	

Valve Callout

LANDSCAPE CONTRACTOR ACKNOWLEDGMENT:
I HAVE REVIEWED THE FULL PLAN SET AND READ THE NOTES AND SPECIFICATIONS, INCLUDING THE GENERAL NOTES ON THE MASTER DRAWING SET.

BY: DATE:

COMPANY: TITLE:

REVISIONS

NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. SEE NOTES

THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.

FIELD BOOK

SCALE
HORIZ. ____
VERT. ____

CITY# 400164

CITY OF ROSEVILLE CALIFORNIA

PSOMAS
1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: MEGAN BUCHE DATE 9/2021
CHECKED BY: BRIAN WRIGHT DATE 9/2021
DRAWN BY: CHARUNI KURUMBALAPITIYA DATE 9/2021

REGISTERED PROFESSIONAL ENGINEER
BRIAN G. WRIGHT
No. C59331
Exp. 6-30-23
CIVIL
STATE OF CALIFORNIA

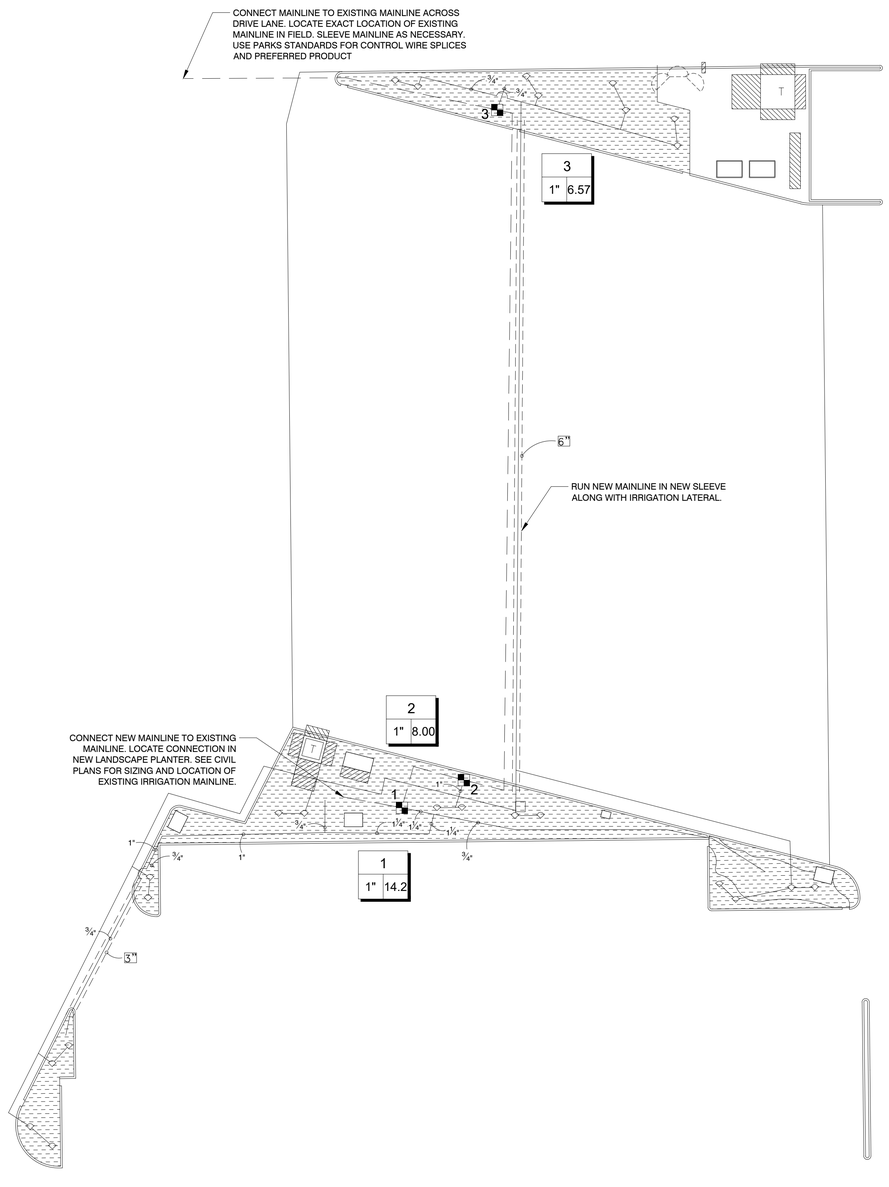
CITY OF ROSEVILLE CORPORATION YARD

ZERO EMISSION BUS DEPOT PROJECT
IRRIGATION NOTES AND SCHEDULES

SHEET 42 — OF — 47

Xrefs: ZEBD landscape| ZEBD-C-MODEL| ZEBD-C-SITE| ZEBD-X-UTIL| ZEBD-C-UTIL|ZEBD-C-BORDER
Images: cropped COR black logo.tif|cropped COR black logo.tif|cropped COR black logo.tif|cropped COR black logo.tif

Plotted: 12/21/2021 16:26:22. | Drawing: R:\6ROS013305\PLANNING\CAD\Sheets\ZEBD irrigation.dwg | Layout: LI-001 – IRRIGATION NOTES AND SCHEDULE | By: chris.hupp



IRRIGATION SCHEDULE ZEBD IRRIGATION

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Valve Callout

NORTH

0 20 40 60 feet

SCALE: 1" = 20'

LANDSCAPE CONTRACTOR ACKNOWLEDGMENT:
I HAVE REVIEWED THE FULL PLAN SET AND READ THE NOTES AND SPECIFICATIONS, INCLUDING THE GENERAL NOTES ON THE MASTER DRAWING SET.

BY: DATE:

COMPANY: TITLE:

REVISIONS

NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. SEE NOTES

THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.

FIELD BOOK

SCALE
HORIZ.
VERT.

CITY# 400164

CITY OF ROSEVILLE CALIFORNIA

PSOMAS
1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: MEGAN BUCHE DATE 9/2021
CHECKED BY: BRIAN WRIGHT DATE 9/2021
DRAWN BY: CHARUNI KURUMBALAPITIYA DATE 9/2021

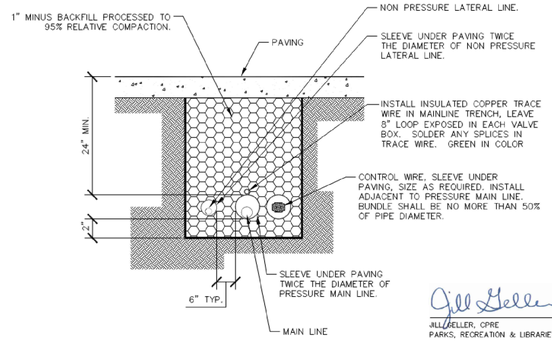
REGISTERED PROFESSIONAL ENGINEER
BRIAN G. WRIGHT
No. C59331
Exp. 9-30-23
CIVIL
STATE OF CALIFORNIA

CITY OF ROSEVILLE CORPORATION YARD
ZERO EMISSION BUS DEPOT PROJECT
OVERALL IRRIGATION PLAN

SHEET 43 OF 47

Xrefs: ZEBD landscape| ZEBD-C-MODEL| ZEBD-C-SITE| ZEBD-X-UTIL| ZEBD-C-UTIL|ZEBD-C-BORDER images: cropped COR black logo.tif|cropped COR black logo.tif|cropped COR black logo.tif|

Plotted: 12/21/2021 16:30:02. | Drawing: R:\6ROS013305\PLANNING\CAD\Sheets\ZEBD irrigation.dwg | Layout: LI-100 – IRRIGATION PLAN | By: chris.hupp



JILL GELLER, CPRE
PARKS, RECREATION & LIBRARIES DIRECTOR

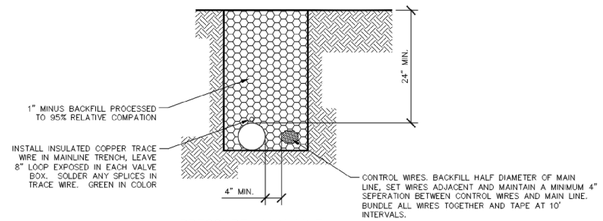
CITY OF ROSEVILLE CALIFORNIA — PARKS, RECREATION, & LIBRARIES DEPARTMENT

PIPE AT PAVEMENT

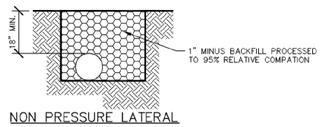
SCALE: NONE
REVISED: JULY 2021
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

PK-5

NOTES
1. ALL SLEEVES TO BE SCHEDULE 40 PVC.
2. EXTEND ALL SLEEVES 12" BEYOND EDGE OF HARDSCAPING.
3. CAP BOTH ENDS OF ALL SPARE SLEEVES AND MARK BOTH ENDS WITH 3M LOCATOR BALLS.
4. INSTALL SPARE SLEEVE UNDER ROADWAYS



PRESSURE MAIN LINE



NON PRESSURE LATERAL

JILL GELLER, CPRE
PARKS, RECREATION & LIBRARIES DIRECTOR

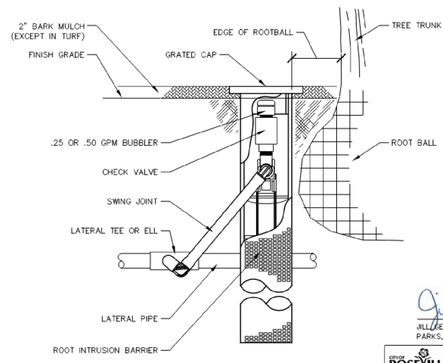
CITY OF ROSEVILLE CALIFORNIA — PARKS, RECREATION, & LIBRARIES DEPARTMENT

PIPE TRENCH

SCALE: NONE
REVISED: JULY 2021
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

PK-6

NOTES
1. RECLAIMED WATER REQUIRES BURIED TAPE LINE PER PUBLIC WORKS CONSTRUCTION STANDARDS.



JILL GELLER, CPRE
PARKS, RECREATION & LIBRARIES DIRECTOR

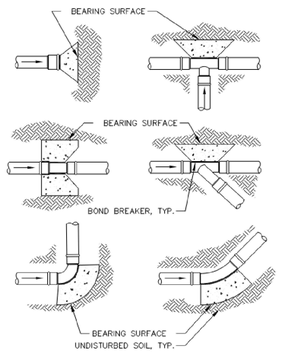
CITY OF ROSEVILLE CALIFORNIA — PARKS, RECREATION, & LIBRARIES DEPARTMENT

ROOT WATERING SYSTEM

SCALE: NONE
REVISED: JULY 2021
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

PK-9

NOTE
1. INSTALL FILTER FABRIC SLEEVE.
2. SEE PLANS AND SPECS FOR APPROVED MANUFACTURERS AND MODEL NUMBERS



MINIMUM BEARING SURFACE AREA

PIPE SIZE	TEE AND PLUG	90 DEGREE BEND	45 DEGREE BEND
1-1/2"	0.45 SQ. FT.	0.63 SQ. FT.	0.34 SQ. FT.
2"	0.69 SQ. FT.	0.97 SQ. FT.	0.53 SQ. FT.
2-1/2"	1.0 SQ. FT.	1.41 SQ. FT.	0.77 SQ. FT.
3"	1.48 SQ. FT.	2.10 SQ. FT.	1.14 SQ. FT.
4"	2.43 SQ. FT.	3.45 SQ. FT.	1.87 SQ. FT.
6"	5.25 SQ. FT.	7.41 SQ. FT.	4.02 SQ. FT.
8"	9.08 SQ. FT.	12.83 SQ. FT.	6.96 SQ. FT.
10"	14.93 SQ. FT.	21.07 SQ. FT.	11.44 SQ. FT.

JILL GELLER, CPRE
PARKS, RECREATION & LIBRARIES DIRECTOR

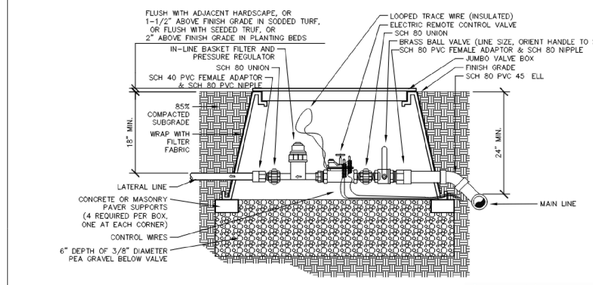
CITY OF ROSEVILLE CALIFORNIA — PARKS, RECREATION, & LIBRARIES DEPARTMENT

THRUST BLOCKS

SCALE: NONE
REVISED: JULY 2021
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

PK-10

NOTES
1. SIZE THRUST BLOCKS AS SPECIFIED ABOVE.
2. DO NOT ENCASE CONTROL WIRES IN THE CONCRETE.
3. ALL FITTINGS MUST BE WRAPPED WITH POLYETHYLENE TO PREVENT CONCRETE FROM ADHERING TO BOLTS OR PIPES.
4. JOINTS AND BOLTS SHALL BE ACCESSIBLE FOR REPAIRS.



JILL GELLER, CPRE
PARKS, RECREATION & LIBRARIES DIRECTOR

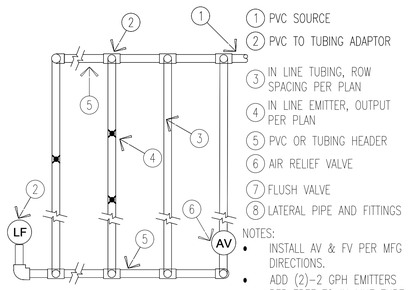
CITY OF ROSEVILLE CALIFORNIA — PARKS, RECREATION, & LIBRARIES DEPARTMENT

VALVE
DRIP CONTROL

SCALE: NONE
REVISED: JULY 2021
REVIEWED BY: T. GEE
APPROVED BY: J. GELLER

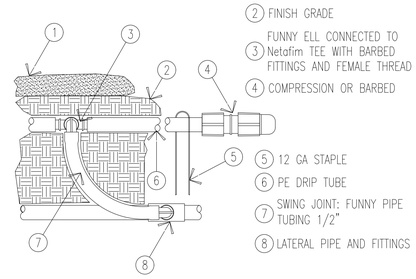
PK-13

NOTES
1. INSTALL VALVES A MINIMUM OF 12" FROM STRUCTURES OR HARDSCAPING.
2. INSTALL VALVES IN PLANTER BEDS WHEREVER POSSIBLE.
3. PLACE VALVE BOX AT RIGHT ANGLES TO STRUCTURES OR HARDSCAPING.
4. INSTALL VALVE BOX SO THAT TOP OF BOX IS FLUSH WITH ADJACENT HARDSCAPING.
5. USE TEFLON TAPE ON ALL MALE THREADS.
6. PROVIDE SCHEDULE 80 THREADED UNION ON DOWNSTREAM SIDE.
7. INSULATE AROUND PIPE AT BOX OPENINGS WITH PLASTIC SHEETING TO PREVENT SOIL FROM ENTERING BOX.
8. REFER TO SPECIFICATIONS FOR REQUIREMENTS FOR TAPING, EXPANSION COILS, WIRE CONNECTIONS, ETC.
9. ALL RCV'S SHALL BE TAGGED INDICATING STATION #'S.
10. ALL VALVE BOXES SHALL HAVE STATION #'S PERMANENTLY BURNED ON VALVE BOX LIDS. MARKINGS SHALL BE AS FOLLOWS:
TURF VALVES: T#
LANDSCAPE AREA VALVES: L#
BUBBLER VALVES: B#



NOTES:
- INSTALL AV & FV PER MFG DIRECTIONS.
- ADD (2)-2 GPH EMITTERS PER TREE TO IN LINE TUBE
- INSTALL ALL INLINE TUBING ABOVE WEED BARRIER FABRIC

A INLINE TUBING LAYOUT
SCALE: NTS PLAN VIEW DETAIL



B PVC TO PE CONNECTION
SCALE: NTS SECTION DETAIL

LANDSCAPE CONTRACTOR ACKNOWLEDGMENT:
I HAVE REVIEWED THE FULL PLAN SET AND READ THE NOTES AND SPECIFICATIONS, INCLUDING THE GENERAL NOTES ON THE MASTER DRAWING SET.

BY: DATE:
COMPANY: TITLE:

REVISIONS

NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. SEE NOTES

THE VERTICAL DATUM OF THIS MAPPING IS BASED ON THE CITY OF ROSEVILLE BENCHMARKS 65, 66, 85, AND 90, ADJUSTED TO NAVD88 BY ADDING A PROJECT FACTOR OF +2.16 FEET.

FIELD BOOK

SCALE
HORIZ. ____
VERT. ____

CITY# 400164

CITY OF ROSEVILLE CALIFORNIA

PSOMAS
1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: MEGAN BUCHE DATE 9/2021
CHECKED BY: BRIAN WRIGHT DATE 9/2021
DRAWN BY: CHARUNI KURUMBALAPITIYA DATE 9/2021

REGISTERED PROFESSIONAL ENGINEER — BRIAN G. WRIGHT — No. C59331 — Exp. 6-30-23 — CIVIL — STATE OF CALIFORNIA

CITY OF ROSEVILLE CORPORATION YARD
ZERO EMISSION BUS DEPOT PROJECT
IRRIGATION DETAILS

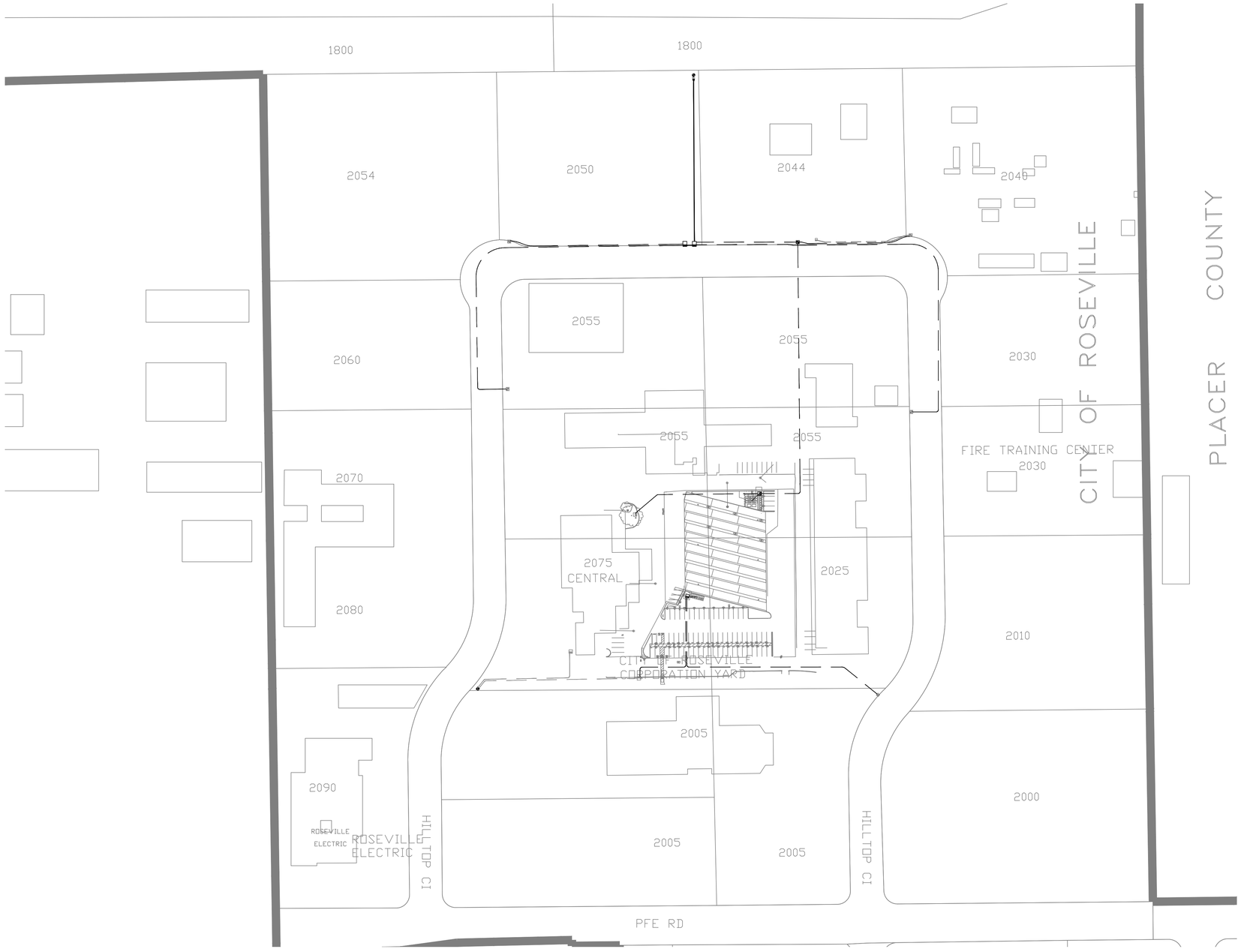
SHEET 44 — OF — 47

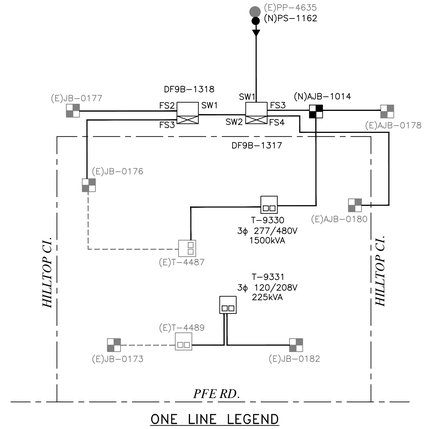
Xrefs: ZEBD landscape| ZEBD-C-MODEL| ZEBD-C-SITE| ZEBD-X-UTIL| ZEBD-C-UTIL|ZEBD-C-BORDER
Images: cropped COR black logo.tif|cropped COR black logo.tif|cropped COR black logo.tif|cropped COR black logo.tif

Plotted: 12/21/2021 16:30:56. | Drawing: R:\6ROS013305\PLANNING\CAD\Sheets\ZEBD irrigation.dwg | Layout: LI-501 - IRRIGATION DETAILS | By: chris.hupp

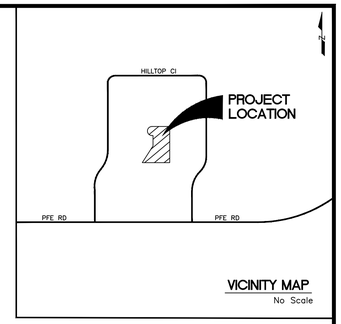
CITY OF ROSEVILLE
CORPORATION YARD
ZERO EMISSION BUS DEPOT

PLAN FOR ELECTRIC UTILITY IMPROVEMENTS





ONE LINE LEGEND



VICINITY MAP
No Scale

N

LEGEND:

- PADMOUNT 3ϕ TRANSFORMER 45kVA TO 500kVA (78"X78")
- CONCRETE PAD VAULT
- PADMOUNT 1ϕ TRANSFORMER 167kVA AND BELOW (48"X54")
- ABOVE GROUND 3ϕ JUNCTION BOX
- BELOW GROUND 3ϕ JUNCTION BOX
- SEE CORRESPONDING TRENCH DETAIL
- 2-6"C W/3-#1100MCM AL. (OR AS NOTED)
- 1-4"C W/3-#1/0 PRI. URD CABLE
- EXISTING CONDUIT (AS NOTED)
- CONCRETE ENCASE 8" AGGREGATE CONCRETE MIX, 3" ON ALL SIDES OF CONDUITS

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.

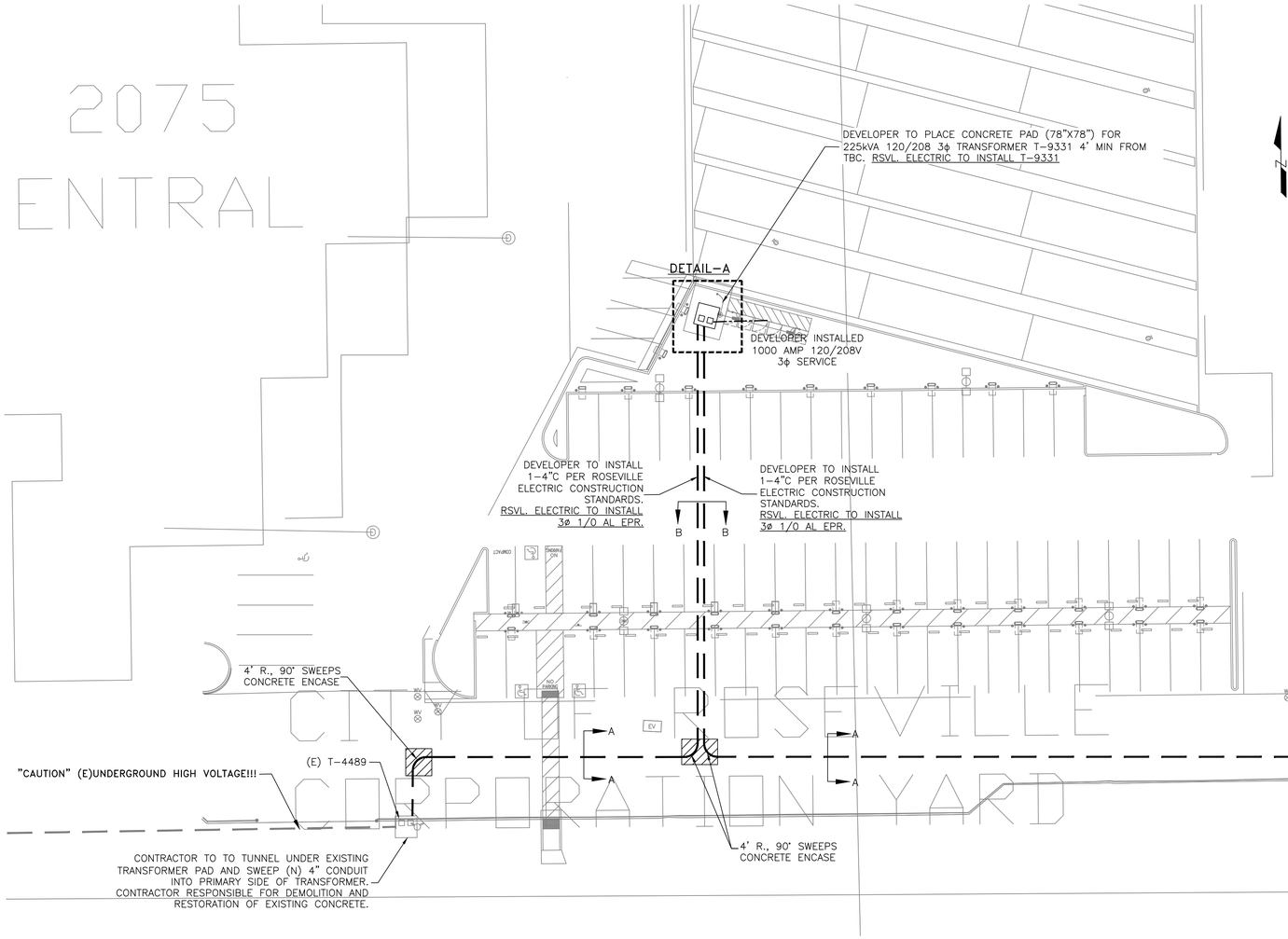
811 Know what's below. Call before you dig.

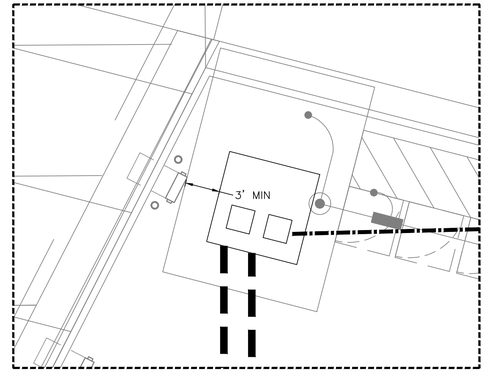
CITY OF ROSEVILLE CALIFORNIA
ROSEVILLE ELECTRIC

CITY OF ROSEVILLE
ZERO EMISSION BUS DEPOT
2025 HILLTOP CI
TITLE

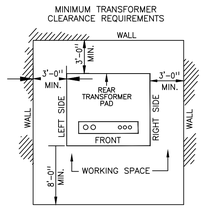
ENG. J. WILCOX | APPR. | SCALE: 1"=20'
DR. J. WILCOX | DATE: 7/28/21

MAXIMO NO. 2046015
ACCOUNT NO. 6001-6587-84701-290001-01070
DRAWING NO. 120-1556
SHEET 1 OF 3

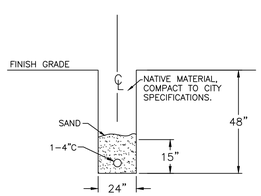




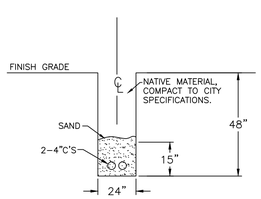
DETAIL-A
SCALE: 1"=5'



TRANSFORMER WORKING CLEARANCE DETAIL
N.T.S.



TRENCH DETAIL A-A
N.T.S.



TRENCH DETAIL B-B
N.T.S.

811 Know what's below. Call before you dig.

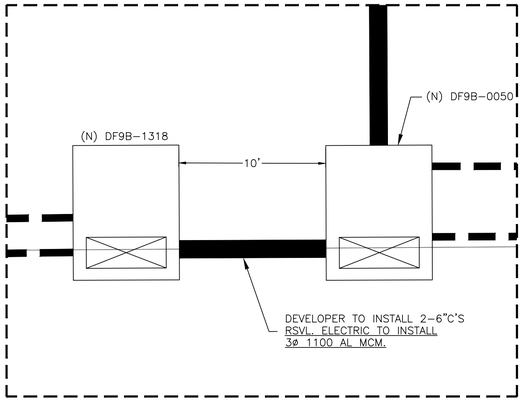
CITY OF ROSEVILLE CALIFORNIA
ROSEVILLE ELECTRIC

REV	BY	DATE	DESCRIPTION	APPR.

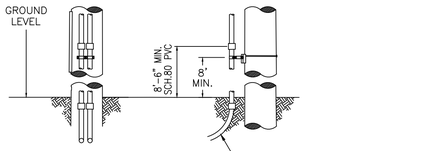
CITY OF ROSEVILLE
ZERO EMISSION BUS DEPOT
2025 HILLTOP CI
TITLE

ENG. J. WILCOX	APPR.	SCALE: 1"= 20'	
DR. J. WILCOX		DATE: 7/28/21	

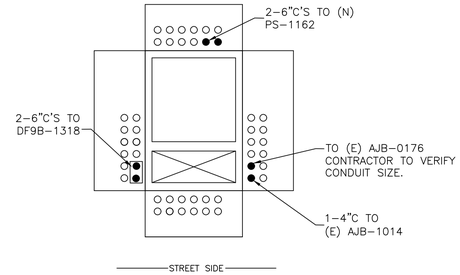
MAXIMO NO. 2046015
ACCOUNT NO. 6001-6587-84701-290001-01070
DRAWING NO. 120-1556
SHEET 2 OF 3



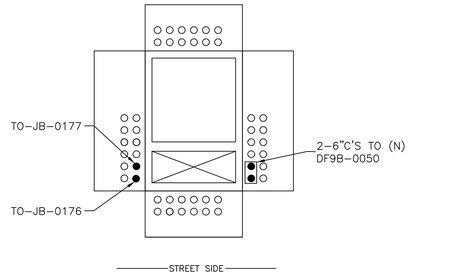
DETAIL A
SCALE 1"=5'



RISER DETAIL
NTS



DETAIL PAD VAULT DF9B-0050
STA.
N.T.S.



DETAIL PAD VAULT DF9B-1318
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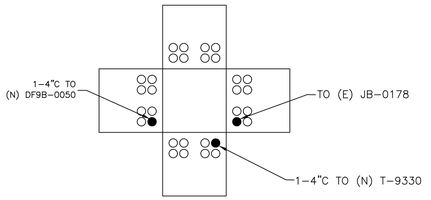
N.T.S.



DETAIL 4'X4' ABOVE GROUND J-BOX AJB-1014
Hilltop Ci. N.T.S.

FIGURE NO. 1

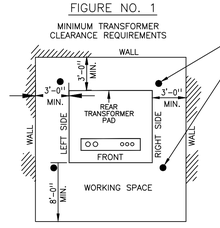
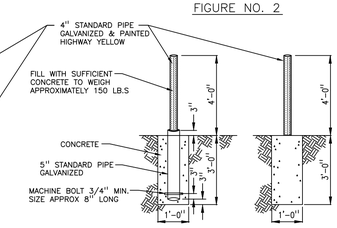


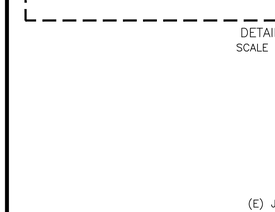
FIGURE NO. 2



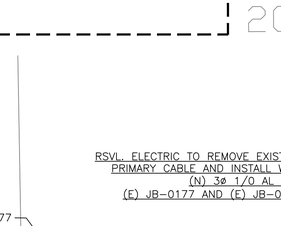
NOTES:

1. The concrete pad should be located so that its associated transformer will be three feet minimum from the side of any building wall. If the wall is fireproof, the minimum clearance can be reduced to two feet. At least eight feet of clear space shall be provided in front of pad to allow complete opening of transformer cabinet doors and allow City personnel sufficient working room for Hot Stick work. Figure No. 1, shows the preferred location of a transformer pad with reference to other construction.
2. A minimum of 4' from top back of curb to edge of transformer pad must be maintained. If the 4' dimension cannot be obtained, posts per figure 2 must be installed. The number, type and placement of posts required will be determined by the Roseville Electric construction print or field inspector. In no case shall the clearance be less than 2' with parking barriers.

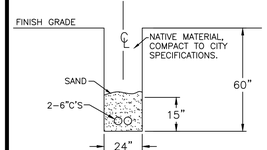
TRANSFORMER WORKING CLEARANCE DETAIL



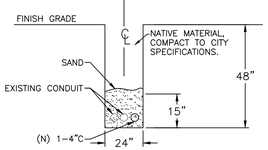
TRENCH DETAIL A-A
N.T.S.



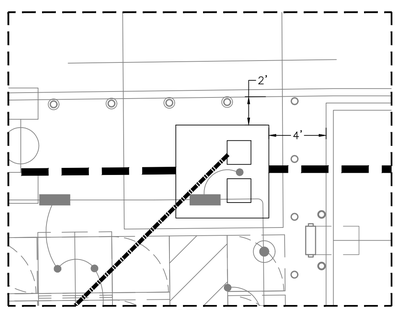
TRENCH DETAIL B-B
N.T.S.



TRENCH DETAIL C-C
N.T.S.



TRENCH DETAIL D-D
N.T.S.



DETAIL B
SCALE 1"=5'

REV	BY	DATE	DESCRIPTION	APPR.

CITY OF ROSEVILLE CALIFORNIA
ROSEVILLE ELECTRIC

CITY OF ROSEVILLE
ZERO EMISSION BUS DEPOT
2025 HILLTOP CI

TITLE:

ENG. J. WILCOX	APPR.	SCALE: 1"=40'	
DR. J. WILCOX		DATE: 7/28/21	

MAXIMO NO. 2046015
ACCOUNT NO. 6001-6587-84701-290001-01070
DRAWING NO. 120-1556
SHEET 3 OF 3

811 Know what's below. Call before you dig.

Buildings & Grounds Project Manual

Name of project:

Zero Emissions Bus Depot

Department:

Public Works Engineering

CITY OF ROSEVILLE CALIFORNIA

Notice to Contractors, Proposal, and Special Provisions for the

Zero Emissions Bus Depot Project

Public Works – Engineering

Pre-Bid information can be found at:
https://www.roseville.ca.us/business/procurement_services/bids_rfps

Recommended for Approval:

Stefanie A. Kemen
Digitally signed by Stefanie A. Kemen
Date: 2022.01.27 14:00:45 -08'00'

Stefanie Kemen
Engineering Mananger

Approved By:

Jason Shykowski
Digitally signed by Jason Shykowski
Date: 2022.01.27 14:04:21 -08'00'

Jason Shykowski
Public Works Director

Contract: 500111

For use in connection with the 2015 State of California Standard, 2015 Standard Plans, Labor Surcharge and Equipment Rental Rates

311 Vernon Street ● Roseville, California 95678–2649
www.roseville.ca.us/engineering

CITY OF ROSEVILLE CALIFORNIA

TABLE OF CONTENTS

	Pagination Notation
Notice to Contractors	NTC
Instructions to Bidders	INT
Proposal	PROP
Insurance Broker Information Packet	INS
General Conditions for Buildings and Grounds	GC
Supplemental Conditions	SC
Specifications	SPEC
Assembly Bill No. 626	AB 626
Appendix A - Progress Pay Forms	A1

CITY OF ROSEVILLE

DEPARTMENT OF PUBLIC WORKS

Name of Project: Zero Emissions Bus Depot

NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN THAT sealed Proposals will be received at the Office of the City Clerk, 311 Vernon Street, Roseville, California, until March ## 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 March ##, 2022 at the Office of the City Clerk located at 311 Vernon Street, Roseville California for the following project: Zero Emissions Bus Depot.

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:

ZERO EMISSIONS BUS DEPOT

(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.

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.

The City has determined that the Contractor shall possess a valid Class A, General Engineering Contractor's license at the time that the bid is submitted, as well as any other license classification as may be required by the laws of the California for the performance of the work specified in the Contract Documents. Said license shall be maintained during the Contract period. Failure to possess the specified license shall render the bid nonresponsive and will act as a bar to the award of the Contract to any Bidder not possessing such a license at the time of bid submittal. The Contractor shall provide certification of the license, its number and the expiration date on the proposal form.

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 5 "Legal Relations and Responsibility" of the General Conditions.

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 Public Purchase. The deadline for submissions of questions and clarifications regarding the Contract Documents is 10 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 the General Conditions 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 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 General Conditions, 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 General Conditions, 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 General Conditions, 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 General Conditions. 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: _____

City of Roseville Business License No._____

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, Specifications, General Conditions, 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.

ZERO EMISSIONS BUS DEPOT PROJECT

CONTRACTOR:_____

SCHEDULE OF BID ITEMS

ITEM No.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE (IN FIGURES)	SUBTOTAL (IN FIGURES)
1	Mobilization (10%)	LS	1		
2	Clearing and Grubbing	LS	1		
3	Water Quality Compliance	LS	1		
4	Job Site Management	LS	1		
5	Traffic Control	LS	1		
6	Roadway Excavation	CY	6,038		
7	Remove Tree	EA	10		
8	Remove Sign & Post	EA	1		
9	Remove & Salvage Weather Station	EA	1		
10	Remove & Salvage Metal Bike Rack	LS	1		
11	Remove & Salvage Wooden Bench	LS	1		
12	Remove & Salvage Ash Receptacle	LS	1		
13	Relocate PCC (Wheel Stops)	EA	30		
14	Remove PCC (Curb)	LF	438		
15	Remove PCC (Curb and Gutter)	LF	644		
16	Remove PCC Sidewalk	CY	278		
17	Remove Valley Gutter	LF	68		
18	Remove Water Line Pipe (8" PVC)	LF	172		
19	Remove Storm Drain Pipe (8",10" or 12" RCP)	LF	21		
20	Remove Area Drain	EA	1		
21	Remove Irrigation Structures	LS	1		
22	Remove Fire Protection Water BFP and Meter	EA	3		
23	Remove Electrical Conduit	LS	1		
24	Cold Plane AC Pavement	SY	1,951		
25	HMA (Type A)	TON	2,004		
26	HMA (Overlay)	TON	198		
27	Pavement Reinforcing Fabric	SY	1951		

ZERO EMISSIONS BUS DEPOT PROJECT

CONTRACTOR:_____

ITEM No.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE (IN FIGURES)	SUBTOTAL (IN FIGURES)
28	PCC Pavement	CY	0		
29	PCC Sidewalk	CY	2		
30	PCC Island Paving	CY	24		
31	Class II AB	CY	2,006		
32	PCC Curb (Vertical Curb)	LF	696		
33	PCC Curb (Flush Curb)	LF	38		
34	PCC Curb (Retaining Curb)	LF	397		
35	PCC (Valley Gutter)	LF	7		
36	PCC (Wheel Stops)	EA	17		
37	Detectable Warning Surface	SF	15		
38	Type F SD DI	EA	3		
39	Storm Drain Connection to (E) Structure	EA	3		
40	6" DIP Pipe - Fire	LF	115		
41	6" PVC Pipe - Storm	LF	32		
42	8" PVC Pipe - Water, Storm	LF	598		
43	6" Perforated PVC Pipe - Basin	LF	289		
44	Perforated Pipe Cleanout - Basin	EA	17		
45	Relocate Fire Hydrant Assembly	EA	2		
46	Fire Department Connection - Relocated	EA	3		
47	Fire Post Indicator Valve - Relocated	EA	3		
48	Fire Protection Water BFP and Meter	EA	3		
49	Water Connection with (E) Water Line	EA	6		
50	Weather Station - Relocated	EA	1		
51	PG&E Pipe Relocations (Trenching/Backfill/Coordination)	LS	1		
52	Biofiltration Area	SF	1,803		
53	Landscape Planting	SF	4,740		
54	Irrigation Pipe	LF	300		
55	Signing and Striping	LS	1		
56	Electrical - Light Duty Fleet	LS	1		

CONTRACTOR:_____

ITEM No.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE (IN FIGURES)	SUBTOTAL (IN FIGURES)
57	Electrical - Bus Charging	LS	1		
	TOTAL OF BASE BID ITEMS (1 TO 57)				
ADDITIONAL CHARGER INSTALLATION ADD ALTERNATE					
58	150kW Heavy Vehicle Charger (CS)	EA	3		
59	Depot Charge Box (Dispenser)	EA	6		
	GRAND TOTAL OF BID ITEMS (1 TO 59)				

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

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 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 general conditions, supplemental conditions, special provisions and construction details);

d. Bonds and insurance required by the specifications; and

e. This contract.

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

4. LIQUIDATED DAMAGES. In the event CONTRACTOR does not complete the Work within the time specified, CONTRACTOR agrees that CITY will suffer damages. Inasmuch as the actual damages which would result from such breach by CONTRACTOR under this Agreement are uncertain, and would be impractical or extremely difficult to fix, CONTRACTOR agrees that it shall pay, or CITY shall deduct from CONTRACTOR's fee, the amount of $_____ 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 STRUCUTRAL DEFECTS MUST BE FILED WITHIN TEN (10) YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

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

CITY OF ROSEVILLE, a municipal corporation

BY:_____
DOMINICK CASEY
City Manager

ATTEST:

BY:_____
SONIA OROZCO
City Clerk

_____, a
_____

BY: _____
its: _____

and

BY: _____
its: _____

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____

Print Name:_____

Title:_____

INSURANCE BROKER INFORMATION PACKET

Project:Zero Emissions Bus Depot

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	INS 1
Insurance Requirements	INS 2
Public Works Faithful Performance Bond	INS 10
Public Works Payment Bond	INS 13

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 the Supplemental Conditions for modifications of the General Conditions, 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 General Conditions:

5-1.23 **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.

5-1.24 **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:

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

CITY OF ROSEVILLE

GENERAL CONDITIONS

FOR

BUILDINGS AND GROUNDS

CITY OF ROSEVILLE
GENERAL CONDITIONS
FOR
BUILDINGS AND GROUNDS

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SECTION 1

DEFINITIONS AND TERMS

1-1.01 **GENERAL.** When the following abbreviations and terms or pronouns in place of them appear in the Contract Documents, the intent and meaning shall be interpreted as provided in this Section 1.

1-1.02 **ACCEPTANCE.** Formal Acceptance by resolution by the Roseville City Council of the Contract when completed in all respects in accordance with the Contract Documents and any modifications previously approved.

1-1.03 **ADDENDUM.** Written interpretation or revision to any of the Contract Documents issued by the City before the bid opening.

1-1.04 **AS-BUILT DOCUMENTS, AS-BUILT DRAWINGS AND RECORD DOCUMENTS.** As-Built Documents, As-Built Drawings and Record Documents are all contract documents modified to reflect changes during the construction phase. Specifically, As-Built Documents/Drawings are a revised set of drawings submitted by the Contractor upon Final Completion of a project. They reflect changes made in the Specifications and Working Drawings during the construction process, and show the exact dimensions, geometry, and location of all elements of the work completed under the Contract. Record Documents, on the other hand, are compiled by the Engineer or Architect based on the As-Built Documents/Drawings submitted by the Contractor. They reflect the Engineer or Architect's concurring review of what changes were denoted, why they were made and where they occurred and create a record set of drawings.

1-1.05 **ASSESSMENT.** A cost imposed on the Contractor for non-compliance

with certain contractual requirements.

1-1.06 **BENEFICIAL OCCUPANCY.** The taking possession of a portion of the Work by the City for its use and/or occupancy on other than a temporary or emergency basis.

1-1.07 **BID GUARANTY.** The cashier's, certified check, irrevocable standby letter of credit, deposit of securities, or Bidder's Bond, accompanying the bid submitted by the Bidder, as a guaranty that the Bidder will enter into an agreement with the City for the performance of the Work, if the Agreement is awarded to Bidder, and the Bidder will submit the required Contract Bonds and Certificate of Insurance. Also referred to as the Bidder's Security.

1-1.08 **BIDDER.** Individual, firm, partnership, limited liability company, corporation, joint venture, or any combination thereof, submitting a Proposal for the Work, acting directly, or through a duly authorized representative.

1-1.09 **BIDDING DOCUMENTS.** Includes the Notice to Bidders, Bidding Requirements, Contract Conditions, Drawings, and Addenda.

1-1.10 **CHANGE ORDER.** Any written order to the Contractor directing an addition, deletion, or modification of the Work, or an adjustment in the Contract Price or Contract Time provided in the Contract Documents and issued after the Agreement has been signed.

1-1.11 **CITY.** The City of Roseville.

1-1.12 **CITY ATTORNEY.** The City Attorney of the City.

1-1.13 **CITY CLERK.** The City Clerk of the City.

1-1.14 **CLAIM.** A separate demand by 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 for damages or penalties for delay assessed by

the City; (b) payment by the City of money or damages arising from work done by, or on behalf of, Contractor pursuant to the Contract Documents and payment for which is not otherwise expressly provided or to which Contractor is not otherwise entitled; and (c) payment of an amount that is disputed by the City.

1-1.15 **CONSTRUCTION SCHEDULE.** A list or graphic display of construction activities required for completing the Work, in a format required by the Contract Documents. The duration, start and finish date, and sequence of significant activities, critical path, float and milestones must be indicated in the Construction Schedule.

1-1.16 **CONTRACT OR AGREEMENT.** The written agreement relating to the Work to be performed, the labor, materials, and equipment to be furnished, and the payment to be made therefor. The Agreement/Contract is part of and incorporates all of the Contract Documents.

1-1.17 **CONTRACT CONDITIONS.** Includes the General Conditions, Supplemental Conditions, and Specifications.

1-1.18 **CONTRACT DOCUMENTS.** Includes those documents that form the basis of the Contract, including but not limited to, Bidding Documents, the Bid or Proposal, Contract Bonds, the Contract, all required insurance certificates or endorsements, all bonds, all required certifications or statements, Change Orders, any Contract Amendment, any City Standard which is incorporated by reference and these City of Roseville General Conditions for Buildings and Grounds.

1-1.19 **CONTRACT DRAWINGS.** The official drawings including plans, elevations, sections, detail drawings, diagrams, plated, General Notes, information and schedules thereon, or exact reproductions thereof, showing the location, character, dimension, and details

of the Work. The Contract Drawings include any drawings or plates bound within the Supplemental Conditions.

1-1.20 **CONTRACT PRICE.** The total compensation to be paid to the Contractor in accordance with the terms of the Agreement.

1-1.21 **CONTRACT TIME.** The number of Days, or portion thereof, allowed for completion of the Work, including all authorized time extensions. The effective date for commencement of the Work specified in the Notice to Proceed shall define the beginning of the Contract Time.

1-1.22 **CONTRACTOR.** Individual, firm, partnership, limited liability company, corporation, joint venture, or any combination thereof, who has entered into the Agreement with City.

1-1.23 **DAY OR DAYS.** Unless otherwise designated, Day or Days as used in the Contract Documents will be understood to mean calendar Day or Days.

1-1.24 **DEPARTMENT.** The Department for Contract Administration, as identified in the Supplemental Conditions.

1-1.25 **DIRECT COSTS.** Those cost items (including labor, materials, equipment and any subcontractor's work) that are used in the actual performance of, and are specifically and uniquely attributable to the Work or changed Work. Direct Costs do not include Overhead. Direct Costs only include the following:

A. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by City and Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include salaries and

wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Such employees may include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Saturday, Sunday or legal holidays shall be included in the above only to the extent authorized by City in writing.

B. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and suppliers' field services required in connection therewith. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to City, and Contractor shall make provisions so that they may be obtained.

C. Payments made by Contractor to the subcontractors for work performed by subcontractors. If required by City, Contractor shall obtain competitive bids from subcontractors acceptable to Contractor and shall deliver such bids to City who will then determine which bids will be accepted. If a subcontract provides that the subcontractor is to be paid on the basis of cost of the work plus a fee, the subcontractor's cost of the work shall be determined in the same manner as Contractor's cost of the work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

D. Costs of special consultants (including engineers, architects, testing laboratories, surveyors, and accountants) employed for services specifically, and only, related to the Work.

E. Supplemental costs including the following:

1. The proportion of necessary transportation, travel and subsistence

expenses of Contractor's employees incurred in discharge of duties connected with the Work.

2. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value of such items used but not consumed which remain the property of Contractor.

3. Rentals of all construction equipment and machinery and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by City, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

4. Sales, consumer, use or similar taxes related to the Work, and for which Contractor is liable, imposed by laws and regulations.

5. The cost of utilities (including the meter and all associated installation costs), fuel and sanitary facilities at the site.

6. Cost of premiums for additional bonds and insurance required because of changes in the Work.

1-1-26 **DIRECTOR.** Director of the Department for Contract Administration or his or her designee.

1-1.27 **EMERGENCY.** Any sudden generally unforeseen occurrence (such as a fire, flood, storm, earthquake, civil disorder, or other natural and/or man-made disaster) that has the potential to adversely affect the safety of life, the Work, and/or adjacent property; to interrupt contracts essential to the performance of the Work; and/or to cause catastrophic failure of City

equipment and/or facilities.

1-1.28 **ENGINEER OR ARCHITECT.** Professional Engineer or Architect designated for a particular project responsible for signing and sealing the permit drawings, interpretation of the drawings where ambiguities exist, review of requests for information, design Change requests and Shop Drawings, resolution of errors and omissions, and finalization of Record Documents.

1-1.29 **FINAL COMPLETION.** When the project has been completed according to the terms and conditions set forth in the Contract Documents. Final Completion is not the same as Acceptance.

1-1.30 **FORCE ACCOUNT.** Payment by force account shall mean payment on the basis of the Contractor's time and materials.

1-1.31 **GENERAL NOTES.** The written instructions, provisions, conditions or other requirements appearing on the Contract Drawings and so identified thereon, which pertain to the performance of the Work.

1-1.32 **INSTALLATION, INSTALL.** Completely assembling, erecting, and/or connecting materials, parts, components, supplies, and related equipment specified or required for the completion of the Work.

1-1.33 **LABORATORY.** Established professional laboratories authorized by the City to test materials and Work involved in the Contract.

1-1.34 **LEGAL HOLIDAYS.** Those days designated as Federal holidays or declared by the City, or otherwise specified in the Contract Documents.

1-1.35 **LIQUIDATED DAMAGES.** The amount prescribed in the Contract Documents to be paid to the City or to be deducted from any payments due or to become due the

Contractor for each day's delay in completing the whole or any specified portion of the Work beyond the time allowed in the Supplemental Conditions.

1-1.36 **NOTICE OF COMPLETION.** A legal notice filed by the City with the Placer County Recorder's Office stating that construction has been completed and accepted by the City.

1-1.37 **NOTICE TO PROCEED.** A written notice given by the City to the Contractor fixing the date on which the Contract Time will commence to run.

1-1.38 **NOTICE OF TERMINATION.** Written notice from the City to the Contractor and/or its Surety terminating the Agreement, or a portion thereof, either for convenience of the City or for default due to the Contractor's failure to perform its contractual obligations.

1-1.39 **OVERHEAD.** Business or administrative expenses (including but not limited to office expenses, administrative staff, rent, insurance, utilities) not chargeable to a particular part of the Work. The term "Overhead" shall include all of the following:

A. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor whether at the Work Site or in Contractor's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications, all of which are to be considered administrative costs covered by the Contractor's fee.

B. Expenses of Contractor's principal and branch offices other than Contractor's office at the site.

C. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

D. Cost of premiums for all bonds and for all insurance whether or not Contractor is required by the Contract Documents to purchase and maintain the same, except as provided in section 1-1.25.

E. Other overhead or general expense costs of any kind.

1-1.40 **PREMISES.** Shall mean the area within construction easements, easements, rights of entry and City owned property which surrounds the Work Site, limited by the property lines thereof. In some cases Premises may coincide with the Work Site.

1-1.41 **PROFESSIONAL ENGINEER.** An engineer licensed by the Board of Registration for Professional Engineers, State of California.

1-1.42 **PROJECT MANUAL.** A book containing all Contract Documents.

1-1.43 **PROPOSAL FORMS.** The approved forms upon which the City requires that each Bidder submit its bid with regard to the Agreement.

1-1.44 **REQUEST FOR INFORMATION (RFI).** A document issued by the Contractor requesting information concerning the Contract Documents.

1-1.45 **SAFETY.** Includes the practice of identifying potential hazards, assessing their risk, taking corrective action where possible, including and providing control measures such as engineering design, written procedures, and the personal protective equipment for workers in order to eliminate or reduce the risk for exposure in the workplace.

1-1.46 **SCHEDULE OF VALUES.** The breakdown of the Contract Price that will serve as the basis for Contractor's Applications of Payment. Any lump sum bid item

included within the Contract Price will be apportioned among values relating to specific components of the Work covered by said lump sum.

1-1.47 **SHOP DRAWINGS.** Drawings, plans, diagrams, schedules, and other data specifically prepared and submitted to the City by the Contractor, showing in detail: (a) the proposed fabrication and assembly of a special component of the Work; and (b) the Installation (form, fit and attachment details) of a special component of the Work. Shop Drawings shall be deemed to include Working Drawings, Product Data, literature, and applicable performance and test data.

1-1.48 **SPECIFICATIONS.** The technical Specifications for the Work prepared by the Director or an Engineer or Architect describing in detail the nature of the Work, its components, any performance standards, and how the Work is to be constructed.

1-1.49 **SUBCONTRACTOR.** Any individual, firm, partnership, limited liability company, corporation, joint venture, or combination thereof, other than employees of the Contractor, engaged by the Contractor to furnish services, labor, equipment and materials for a portion of the Work.

1-1.50 **SUBMITTALS.** Those documents required to be submitted by the Contractor for review by the City in accordance with the Contract Documents.

1-1.51 **SUPPLEMENTAL CONDITIONS.** The Supplemental Conditions are specific clauses modifying or supplementing these General Conditions.

1-1.52 **SUPPLIER.** Any individual, firm, partnership, limited liability company, corporation, joint venture, or combination thereof, other than employees of the Contractor, that supplies a tangible product as a portion of the Work, with services usually limited to delivery and/or required testing, and with manufacturing, fabrication, or production facilities located off

the Work Site.

1-1.53 **WORK.** The furnishing of all labor, and the furnishing and Installing of all materials, articles, supplies and equipment as specified, designated, or required by the Contract Documents.

1-1.54 **WORK SITE.** All or portion of the Premises that the Work is limited to as shown on the Contract Drawings or designated by the Director. Public streets are not included unless Work is being done within the street right-of-way.

1-1.55 **WORKING DRAWINGS.** Original drawings prepared by the Contractor and/or its Subcontractors or Suppliers, of any tier, illustrating Work required for construction that will not become an integral part of the completed Work. This includes, but is not limited to, drawings for temporary structures such as decking, bulkheads, excavation supports, utility support, groundwater control, forming, falsework, access roads, staging areas, staging plans, and diversion plans. A Working Drawing is one type of a Shop Drawing.

SECTION 2

CONTROL AND SCOPE OF THE WORK

2-1.01 **AUTHORITY OF DIRECTOR.** The Contract shall be performed in a manner satisfactory to the Director who shall decide all questions which may arise as to the quality or acceptability of materials furnished and Work performed and as to the manner of performance and rate of progress of the Work; all questions which may arise as to the interpretation of the Contract Documents; all questions as to the acceptable fulfillment of the Contract on the part of the Contractor; and all questions as to compensation. The Director shall have authority to enforce and make effective such decisions and orders in the event the Contractor fails to promptly carry out the same.

2-1.02 **INTENT OF CONTRACT DOCUMENTS.** The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The intent of the Contract Documents is to describe the details for the construction and completion of the Work. Where the Contract Documents describe portions of the Work in general terms, but not in complete detail, it is understood that only the best general practice shall be followed and that only materials and workmanship of the best quality are to be used. Any Work, materials, or equipment that are customarily provided, or that are reasonably inferable from the Contract Documents as being required to produce the intended result, shall be supplied, whether or not specifically called for. When words, which have a well-known technical or trade meaning are used to describe work, materials, or equipment, such words shall be interpreted in accordance with that meaning. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals, and do all the Work involved in executing the Contract in a

satisfactory and workmanlike manner.

Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, laws, or regulations in effect on the first published date of the Notice to Contractors, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of City or Contractor, or any of their consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to City, or City's designated representative, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to other provisions of the Contract Documents.

The Contract Documents are divided into parts, divisions, sections and articles for convenience, organization and reference. Generally, there has been no attempt to divide the Specifications sections into work performed by the various building trades, work by separate Subcontractors, or work required for separate facilities in the project.

2-1.03 **EXAMINATION AND VERIFICATION OF CONTRACT DOCUMENTS.** The Contractor shall thoroughly examine and become familiar with all of the various parts of the Contract Documents and shall determine the nature and location of the Work, the general and local conditions (including applicable laws) and all other matters which can in any way affect the cost, progress or performance of the Work under this Agreement. Failure to make an examination necessary for this determination shall not release the Contractor from the obligations of the Agreement. No oral agreement or conversation with any officer, or employee

of the City, or with the City's designated representative either before or after the execution of the Agreement, shall affect or modify any of the terms or obligations contained in the Contract Documents.

2-1.04 **CONTRACT DRAWINGS.** The Contract Drawings consist of general drawings and show such plans, elevations, sections, details and schedules as are necessary to give a graphic and pictorial description of the contemplated construction. All authorized alterations affecting the requirements and information given on the Contract Drawings shall be in writing.

2-1.05 **COORDINATION AND INTERPRETATION OF CONTRACT DOCUMENTS.** All Contract Documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary, and to describe and provide for a complete Work.

In the event of inconsistencies between requirements contained in different components of the Contract Documents, the precedence of the Contract Documents shall be as follows to resolve conflicts:

1. Change Orders
2. The Contract (including Addenda)
3. The Supplemental Conditions
4. Specifications
5. Contract Drawings
6. The General Conditions

Should it appear that the Work to be done or any of the matters relative thereto are not sufficiently detailed or explained in the Contract Documents, the Contractor shall submit a

Request for Information ("RFI") to the Director for such further explanations as may be necessary and shall conform to the written explanation given as if part of the Contract Documents. The decisions of the Director shall be final.

Contractor shall anticipate that it will be necessary to prepare and submit RFIs regarding the Contract Documents. The City will respond to each RFI by no later than fourteen (14) Days after receipt of the RFI, unless the RFI is of significant complexity. Furthermore, in the event that there are numerous RFIs pending, Contractor shall cooperate with the City in establishing a priority for responding to the RFIs, and potentially some RFIs may be responded to beyond the fourteen (14) Day period.

Each RFI prepared by Contractor shall be full and complete. Contractor shall prepare RFIs so as to not cause any delay to the progress of the Work and to not cause any impact to Contractor's labor productivity in the field. Contractor shall not assert any Claims for delay or interference against the City if Contractor fails to timely submit any RFI to the City, after consideration of the response period allowed for by the City.

The response to an RFI shall not, by itself, constitute a writing that authorizes Contractor to perform any Work that causes an adjustment to either the Contract Price or the Contract Time. If Contractor believes that any response to any RFI should constitute a compensable change, Contractor shall provide a Notice of Potential Claim as provided in Section 7-1.03, below. Contractor's failure to provide the required written notice shall constitute a waiver of the Contractor's right to seek a compensable change based on the RFI response.

The Contractor shall examine all Contract Documents; shall verify all figures in the Contract Documents before laying out the Work; shall promptly notify the City of all errors, inconsistencies, and/or omissions that it discovers; and, in instances where such non-

conformities are discovered, shall obtain specific instructions in writing from the City before proceeding with the Work. Contractor's performance of any Work affected by such non-conformities prior to the City's decision shall be at the Contractor's risk. Any Work that is customarily provided or that is reasonably inferable shall not relieve the Contractor from performing such work at no additional expense and/or delay, and such Work shall be performed as if fully set forth in the Contract Documents.

2-1.06 **INDEPENDENT CONTRACTOR STATUS.** The Contractor shall independently perform all Work required by the Contract Documents and shall not be considered as an agent or employee of the City, nor shall the Contractor's Subcontractors or employees be considered as subagents of the City.

The Contractor and Contractor's Subcontractors shall be licensed in accordance with the laws of the State of California and as more particularly described in the bidding documents or elsewhere in the Contract Documents.

2-1.07 **ORDER OF WORK.** When required by the Contract Documents, the Contractor shall follow the sequence of operations set forth therein. Full compensation for conforming to such 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.

2-1.08 **SUBMITTALS.** It shall be the Contractor's responsibility to timely submit, so as to cause no delay in the Work, all Shop Drawings, descriptive data, manuals, instructions, affidavits, samples for the various trades as required by the Supplemental Conditions and Specifications, and offers of alternatives, if any. Such Submittals shall be checked and coordinated by the Contractor with the Work of other trades involved before they are submitted to the Director for examination.

The Contractor shall deliver at least one (1) electronic copy of the Submittals to the Director, and one (1) hard copy if requested. Work requiring the submittal of working drawings, descriptive data or samples shall not begin prior to approval of said Submittal by the Director.

The time allowed for review of each Submittal will be as indicated in the Supplemental Conditions. Review time will start upon receipt of the Submittal by the Director and will end upon the Director's mailing of the Submittals to the Contractor. Defective, incomplete or partial Submittals will be returned to the Contractor unreviewed.

Submittals shall be made by a letter of transmittal that shall contain a list of all matter submitted and identification of all variations from the Contract Documents contained in the Submittal. The letter and all items accompanying the same shall be fully identified as to project name and location, Contractor's name, district, county, and Contract number, with ample cross-references to the Contract Documents, to facilitate identification of items and their location in the Work.

All Shop Drawings and supporting data, catalogs, schedules, shall be submitted as the instruments of the Contractor, who shall be responsible for their accuracy and completeness. These Submittals may be prepared by the Contractor, Subcontractors, or Suppliers, but the Contractor shall ascertain that Submittals meet all of the requirements of the Contract Documents, while conforming to structural, space, and access conditions at the point of Installation. The Contractor shall check all Submittals before submitting them to the Director.

2-1.08A **SHOP DRAWINGS.** The Contractor shall submit an electronic copy (searchable PDF) of all Shop Drawings required by the Supplemental Conditions or Specifications, and one (1) hard copy, if requested by the Director. Shop Drawings shall also be provided separately in AutoCAD format using the latest version of AutoCAD. An electronic

copy will be returned to the Contractor either approved for use, as demonstrated by a stamp, or returned for correction and resubmittal. Materials, colors and/or samples will not be returned to the Contractor. Shop Drawings include any drawing, which requires execution by a draftsman as distinguished from printed matter. The size of Shop Drawings shall not exceed twenty-four inches (24") by thirty-six inches (36").

2-1.08B **DESCRIPTIVE DATA.** The Contractor shall submit an electronic copy (searchable PDF) of each set of manufacturer's brochures or other data required by the Supplemental Conditions or Specifications, and one (1) hard copy, if requested by the Director. The City will examine such Submittals and return either an electronic copy or a hard copy approved for use or returned for correction and resubmittal.

2-1.08C **SAMPLES.** The Contractor shall submit samples of articles, materials or equipment as required by the Supplemental Conditions or Specifications. The Work shall be in accordance with the approved samples. Samples shall be removed from City property when directed or may be incorporated in the Work if approved by the Director. Samples not removed by the Contractor will become the property of the City or, at the City's option, will be removed or disposed of by the City at the Contractor's expense.

2-1.08D **MANUALS, INSTRUCTIONS AND AFFIDAVIT.**

A. Manuals and Instructions. Where operation and maintenance manuals are required by the Supplemental Conditions, the Contractor shall submit two (2) sets of manuals, suitably bound, along with two (2) electronic copies in an approved format, to the Director within forty-five (45) Days after favorable review of the equipment or facilities. If operation and maintenance manuals are approved to be provided in PDF format, text shall be provided in searchable PDF format, making proper use of PDF for headings and heading levels,

paragraphs, tables, and lists. Submitted operation and maintenance manuals shall be a collected, organized, and indexed set of bookmarked PDF documents comprising each operation and maintenance manual that corresponds to a hardcopy binder. All manuals shall be marked to indicate the specific equipment furnished for this project and shall include at a minimum:

1. Equipment summary form
2. Cover/Title page
3. Table of contents
4. Operating procedures including start-up, shutdown, normal operation, all operating modes, emergency shutdown, and safety precautions
5. Lubrication instructions (if required)
6. Preventative maintenance procedures
7. Troubleshooting and corrective maintenance procedures
8. Reinstallation instructions
9. Overhaul instructions (if applicable)
10. Parts identification list with exploded view and associated cross references
11. Recommended spare parts list
12. Operator safety requirements
13. Electrical and control system wiring drawings, including panel wiring control (ladder) diagrams, logic diagrams, loop diagrams, and interconnection diagrams
14. Panel layout and assembly drawings

15. Mechanical drawings

16. Printouts of all software programs and configuration files

17. Factory and field test procedures and results

Operation and maintenance manuals for complex equipment shall also include:

18. Alternate specified operating modes

19. Emergency shutdown instructions

20. Normal shutdown instructions

21. Long term shutdown instructions

Operation and maintenance manuals for systems comprised of separate pieces of equipment shall include a system explanation of items 4, 7, 18, 19, 20, and 21 as well as the instructions for the separate pieces of equipment.

B. Affidavits. Where required in the Supplemental Conditions or Specifications, manufacturers of equipment shall provide field service as a part of this project. Equipment shall not be considered ready for full time operation until after the authorized factory-trained and qualified manufacturer's representative for the specific equipment has checked and adjusted the equipment and certified by written affidavit that the equipment has been properly Installed, tested, adjusted, lubricated, and calibrated, and is ready for full time operation. Acceptable affidavits shall be submitted prior to completion of the Work. Affidavits shall contain the following specific wording:

"The (Name of Equipment) has been properly installed, tested, adjusted, lubricated, and calibrated, and is ready for full time operation. The installation has been inspected and has been found to be in conformance with our (the manufacturer's) standards and requirements."

No amplification, dilution, or modification of this specific wording will be permitted.

2-1.08E **ALTERNATIVES.** For convenience in designation in the Contract Documents, certain materials, articles, or equipment may be designated by a brand or a trade name or the name of the manufacturer together with catalog designation or other identifying information, hereinafter referred to generically as "designated by brand name." Except in those instances where the product is designated to match others in use in a particular improvement, either completed or in the course of completion, an alternative material, article, or equipment which is of equal quality and of the required characteristics for the purpose intended may be proposed for use provided the Contractor complies with the following requirements:

A. The Contractor shall submit its proposal for an alternative in writing. Such request shall be made in ample time to permit review and approval without delaying the Work. The Contractor shall not be entitled to an adjustment of the Contract Time or an increase in the Contract Price based on any Contractor-proposed substitution.

B. No such proposal will be considered unless accompanied by complete information and descriptive data, necessary to determine the equality of the offered materials. The Contractor shall satisfy the Director as to the comparative quality, suitability, or performance of the offered material, articles, or equipment. In the event that the Director rejects the use of such alternative materials, articles, or equipment, then one of the particular products designated by brand name shall be furnished.

C. The burden of proof as to the quality and suitability of alternatives shall be upon the Contractor and it shall furnish all information necessary as required by the Director. The Director shall be the sole judge as to the quality and suitability of alternative articles or materials and such decisions shall be final. Where use of an alternative material

involves redesign of, or changes to, other parts of the Work, the cost and time required to effect such redesign or changes will be considered in evaluating the suitability of the alternative material. Cost of redesign by the City will be borne by the Contractor.

D. Whenever classification, rating or other certification by a body such as Underwriters Laboratories (UL) or the National Electrical Manufacturers Association (NEMA) is a part of the specification for any material, Contractor's request for use of alternative articles or materials shall be accompanied by reports from the listed or equivalent independent testing Laboratory indicating compliance with the Contract Documents. The cost of all testing required to prove equality of the material proposed shall be borne by the Contractor. Approval of an alternative shall be only for the characteristics or use named in such approval, and shall not be used to change or modify any requirement of the Contract Documents.

E. At its election, the City reserves the right to consider any Contractor proposed substitution as a Cost Reduction Proposal under Section 3-1.07 of these General Conditions in the event that there is a significant savings resulting from the substitution.

The Director will examine, with reasonable promptness, such Submittals, and return of Submittals to the Contractor shall not relieve the Contractor from responsibility for deviations and alternatives from the Contract Documents, nor shall it relieve the Contractor from responsibility for errors in the Submittals. A failure by the Contractor to identify in its letter of transmittal material deviations from the Contract Documents shall void the Submittal and any action taken thereon by the Director. When specifically requested by the Director, the Contractor shall resubmit such Shop Drawings, descriptive data and samples as may be required.

If any mechanical, electrical, structural, or other changes are required for the proper Installation and fit of alternative materials, articles, or equipment, or because of deviations from

the Contract, such changes shall not be made without the approval of the Director and shall be made without additional cost to the City.

2-1.09 **DISPOSAL OF MATERIAL OUTSIDE THE WORK SITE.** Unless otherwise stated elsewhere in the Contract Documents, the Contractor shall, at its own cost and expense, make its own arrangements for disposing of materials outside the Work Site.

Except when material is to be disposed of at a landfill or recycling center, when any material is to be disposed of outside the Work Site, the Contractor shall first obtain written permission from the City to dispose of the material at the intended location. The City's approval will be contingent upon the Contractor obtaining a written permit from the property owner on whose property the disposal is to be made. Prior to the disposal of any material at the intended location, the Contractor shall submit such permit or a certified copy thereof to the City, together with a written release from the property owner absolving the City from any and all responsibility related to the disposal of material on said property.

Disposal of Hazardous Materials must be done in accordance with all laws and regulations. Copies of all required regulatory documentation including copies of final manifests shall be supplied to the City.

2-1.10 **ACCESS TO THE WORK.** The Contractor shall satisfy itself that the jurisdictions through which its operations and haul routes pass will permit such operations with respect to the type of vehicle, laden weights, frequency and dimensions of loads, hours of operation and required traffic control. All necessary permits, licenses or bonds shall be obtained and paid for by the Contractor.

2-1.11 **TEMPORARY UTILITIES.** The Contractor shall make its own arrangements with utility companies for any temporary services it may require in performance of

the Work and shall pay all costs of these services directly to these utility organizations.

2-1.12 **UTILITY FACILITIES.** The Contractor shall protect from damage those utility facilities that are to remain in place, be Installed, relocated or otherwise arranged.

The Contractor's attention is directed to the possible existence of facilities not shown, and of facilities in a location different from that, which is indicated. The Contractor shall take steps to ascertain the exact location of all facilities prior to doing any Work, which may damage such facilities or interfere with their service. Where the location of a facility is indicated or inferred from the presence of visible facilities such as buildings, meters, and junction boxes, the Contractor shall make such excavations and explorations as are necessary to ascertain the correct location. Unless provided for elsewhere in the Contract Documents, the cost of such excavations and explorations will be considered as a part of the cost of other items of Work and no additional payment will be made. Such excavations and exploratory Work shall not entitle the Contractor to an extension of time.

If the Contractor discovers underground facilities not indicated or inferred from the Contract Documents, the Contractor shall immediately give the Director written notification of the existence of those facilities. The Contractor shall determine the exact location of the underground facilities and the cost of the work will be paid for in accordance with the Contract Documents. The underground facilities shall be protected from damage as directed by the Director and the cost of that work will be paid for as extra work. The Contractor shall, if directed by the Director, repair any damage, which may occur to the underground facilities. The cost of that repair work, not due to the failure of the Contractor to exercise reasonable care, will be paid for as extra work. Damage due to the Contractor's failure to exercise reasonable care shall be repaired at the Contractor's cost and expense.

Where it is determined by the City that the rearrangement of an underground facility, the existence of which is not shown on the Contract Drawings, is essential in order to accommodate the Work, the City will provide for the rearrangement of such facility by other forces or, when so ordered by Change Order, such rearrangement shall be performed by the Contractor and will be paid for as provided under a Change Order.

The Contractor shall be responsible for the maintenance of all utility facilities placed by the Contractor in temporary locations, and all utilities within the construction area not required to be relocated but which are required to be shored or supported during the construction period. The cost of such maintenance shall be borne by the Contractor, and no other compensation shall be due the Contractor for this Work.

The cost of providing and maintaining all necessary or required temporary structures, of making any necessary repairs, replacements, or similar operations, or furnishing indemnity or other bonds, if required, and all costs required by this Section shall be paid by the Contractor and shall be included in the prices bid in the schedule for other items of work.

2-1.13 **PRESERVATION AND CLEANING.** The Contractor shall clean up the Work at frequent intervals and at other times when directed by the Director. While finish Work is being accomplished, floors, Work areas and finished areas shall be kept clean, free of dust, construction debris and trash. Upon completion of the Work, the Contractor shall remove from the Premises its construction equipment and any waste materials not previously disposed of, leaving the Premises thoroughly clean and ready for final inspection.

2-1.14 **LIMITATIONS ON WORK SITE AND PREMISES.** The Contractor shall limit its construction operations to the Work Site unless otherwise shown on the Contract Drawings or specified. The Contractor shall perform no operation of any nature over or on the

Premises except such operations as are authorized by the Contract Documents or as authorized by the Director.

2-1.15 **DUST CONTROL.** During the performance of all Work under this Contract, the Contractor shall assume all responsibility for dust control and shall furnish all labor, equipment, and means required to carry out proper and efficient measures wherever and whenever dust control is necessary to prevent the operations from producing dust damage and nuisance to persons and property. Any claims resulting from dust damage or nuisance shall be borne solely by the Contractor. The Contractor shall comply with all applicable Air Quality Act requirements.

2-1.16 **SANITATION.** The Contractor shall provide sanitary facilities for all persons working on the Work.

2-1.17 **NIGHT WORK AND NORMAL WORKING HOURS.** Normal working hours at the construction site shall be between the hours of 7:00 a.m. and 7:00 p.m. Monday through Friday. Legal holidays are excluded. Certain utility connections and street operations are anticipated to require night Work by the Contractor during low usage periods. The Contractor may also be required to prosecute the Work at night if, at any time, the Director shall deem it necessary for the progress of the Work, or if emergencies arise. The Contractor shall promptly comply with any such requirements made in writing by the Director. The Contractor will also be permitted to Work at night if Contractor satisfies the Director of the need therefor, in order to maintain the required progress or protect the Work from the elements. Certain activities are required to be performed at night for nominal progress of the Work and/or are specified to be performed at night by other portions of the Supplemental Conditions. When required, ordered, or permitted to Work at night, the Contractor shall provide sufficient and

satisfactory lighting and other facilities therefor. The Contractor shall receive no extra payment for night Work, if specified or if required to be performed during the normal progress of the Work, but compensation shall be considered as having been included in the price stipulated for the Work.

If Contractor performs work during weekends, holidays or any non-normal work hours, Contractor shall pay for required City Inspectors.

2-1.18 **LINES AND GRADES.** Unless otherwise provided in the Supplemental Conditions, the Contractor shall lay out all Work, including structures and pipelines, and shall be responsible for any errors resulting therefrom. In all questions arising as to proper location of lines and grades, the Director's decision will be final.

As part of the bid price for the construction of the improvements, the Contractor shall provide and be responsible for the layout of all Work on this project. The Contractor shall provide all necessary surveys, field staking, and positioning for the construction of all components at the proper alignment, elevations, grades, and positions, as indicated on the Contract Drawings and as required for the proper operation and function. The Contractor shall stake its Work area limits. Contractor shall perform all construction staking using a land surveyor licensed in the State of California. Contractor shall provide a staking plan prior to commencement of Work for the City's review and maintain monuments, stakes, and marks, and shall update the plan as necessary. Director, or Director's designated representative, may verify the field condition. Errors or inconsistencies in the Contract Documents discovered by the Contractor shall be reported to the Director within twenty-four (24) hours and prior to constructive forms or related improvements. Any work Installed with this requirement shall be subject to removal and replacement at the Contractor's expense.

The Contractor's lay-out shall be based on existing structures, property lines, survey control, and bench marks established by the City. All structures and pipeline connections shall be Installed based on actual elevation of existing structures to which connections are made.

The Contractor shall supply such labor as required, at no extra charge, to aid and assist the Director in checking location and grades of the Work as set by the Contractor if the Director desires to perform this checking. This shall include moving materials and equipment located between monuments and the construction Work.

2-1.19 **ARCHEOLOGICAL DISCOVERIES.** Upon discovery of prehistoric or historic artifacts, or other indicators or examples of cultural resources discovered during the course of site preparation, grading, excavation, construction or other development activities, all operations within fifty feet (50') of the find shall cease until such time as the City provides the services of a qualified archeologist to evaluate the finds and recommend appropriate action.

Prehistoric materials can include flaked stone tools (e.g., projectile points, knives and choppers) or tool making debris of obsidian, chert, quartzite and other materials, culturally darkened soil (i.e., midden, which often contains heat affected rock, ash and charcoal, shellfish remains, and cultural materials), and stone milling equipment such as mortars, pestles and hand stones. Historic material may include wood, stone, concrete or adobe footings, walls and other structural remains; debris filled wells or privies; and deposits of wood, metal, glass, ceramics and other refuse.

2-1.20 **PRESERVATION OF MONUMENTS.** Any monuments or bench marks disturbed by construction operations shall be repaired per the City's standard and promptly re-established by a registered land surveyor or civil engineer. A plat for each monument shall be furnished to the Director after the plat has been recorded with the Placer

County Recorder's Office at no additional cost to the City. The recorded plat shall serve as a record of the re-establishment of said existing survey points.

2-1.21 **CONFORMITY WITH CONTRACT DOCUMENTS.** Work and materials shall conform to the lines, grades, cross sections, dimensions and material requirements, including tolerances, required by the Contract Documents. Although measurement, sampling and testing may be considered evidence as to such conformity, the City shall be the sole judge as to whether the Work or materials deviate from the Contract Documents. At its option, the City may elect to accept deviations from the Contract Documents with appropriate backcharge Assessments against the Contractor, and, if such an election is made, the City will provide written notice to the Contractor of such acceptance.

2-1.22 **FINAL CLEANUP.** Prior to final Acceptance of the Work, the Contractor shall thoroughly clean the Premises, remove all temporary structures built by or for the Contractor, and remove all equipment and surplus construction material and debris from the area. The entire project, before Acceptance by the City, shall be left in a neat and clean condition. All Work areas and temporary construction areas shall be returned to essentially the same conditions existing before the commencing of project construction.

2-1.23 **AS-BUILT DOCUMENTS AND DRAWINGS.** The Contractor shall maintain one set of the full size prints furnished by the City and mark thereon in color any deviations from plan dimensions, elevations, or orientations. Also, the Contractor shall locate on said prints, all underground facilities, such as piping, conduits and tanks by accurate field measurement from structure walls, corners, etc. The Contractor shall submit the prints and an electronic CD (searchable PDF or source file format such as AutoCAD) in good condition to the Director upon completion of the job as a condition of Acceptance of the project. Marked prints

shall be updated at least once each week and shall be available to the Director for review as to currency prior to developing partial payment estimates. After the completion of testing, but prior to Acceptance, the Contractor shall submit As-Built electrical drawings in color and an electronic CD showing all components and their wiring, and as specified in the Supplemental Conditions.

2-1.24 **SUPERINTENDENCE.** The Contractor shall supervise and direct the Work, which shall be performed in accordance with the requirements of the Contract Documents. The Contractor shall be solely responsible for implementation of all construction means, methods, techniques, sequences, and procedures and for coordination of all portions of the Work under the Agreement. The Contractor shall be solely responsible for the safety of its employees, Subcontractors of any tier, Suppliers, visitors to the Contractor, and other third parties associated with the Contractor.

The Contractor shall designate in writing before starting Work, an authorized representative who shall have the authority to represent and act for the Contractor.

When the Contractor is comprised of two (2) or more persons, firms, partnerships, or corporations functioning on a joint venture basis, said Contractor shall designate in writing before starting Work, the name of one authorized representative who shall have the authority to represent and act for the Contractor. Instances of misconduct, contract non-compliance, unsatisfactory performance, or incompetence by these personnel shall be grounds for the City to direct Contractor to dismiss them from the Project. Contractor shall immediately comply with the City's request for dismissal, at no cost to the City, and shall designate a replacement, which shall be subject to approval by the City.

Said authorized representative shall be present at the site of the Work at all times while Work is actually in progress on the Contract. When Work is not in progress and during periods

when Work is suspended, arrangements acceptable to the Director shall be made for any Emergency Work that may be required.

Whenever the Contractor or its authorized representative is not present on any particular part of the Work where it may be desired to give direction, orders will be given by the Director, which shall be received and obeyed by the superintendent or foremen who may have charge of the particular Work in reference to which the orders are given.

Any order given by the Director, not otherwise required by the Supplemental Conditions to be in writing, will on request of the Contractor, be given or confirmed by the Director in writing.

2-1.25 **CHARACTER OF WORKER.** If any Subcontractor or person employed by the Contractor shall appear to the Director to be incompetent or to act in a disorderly or improper manner, he or she shall be removed immediately on the requisition of the Director, and such person shall not again be employed on the Work.

2-1.26 **INSPECTION.** The Contractor shall at all times permit the Director to inspect the Work or any part thereof. The Contractor shall maintain proper facilities and provide safe access for such inspection by the Director to all parts of the Work, and to the shops where the Work is in preparation. Work shall not be covered up until authorized by the Director and the Contractor shall be solely responsible for notifying the Director where and when such Work is in readiness for inspection and testing. Should any such Work be covered without authorization, it shall, if so ordered, be uncovered at the Contractor's expense.

Unless otherwise designated as normal working hours, whenever the Contractor intends to perform Work on Saturday, Sunday, or a Legal Holiday, the Contractor shall give notice to the Director of such intention forty-eight (48) hours prior to performing such Work, or such longer

period as may be specified so that the Director may make necessary arrangements.

The observation and/or approval of the workmanship or materials by the City shall not relieve the Contractor of any obligations to fulfill the requirements of the Contract Documents. Workmanship and materials not meeting such requirements shall be corrected and unsuitable Work or material may be rejected, notwithstanding that such Work or materials have been previously observed and/or approved by the City, or payment therefor has been included in a progress estimate.

The City may order re-examination of questioned Work at any time before final Acceptance. If so ordered, the Contractor shall uncover the Work. If such work is found to be in accordance with the Contract Documents, the City will pay for the cost of uncovering, removing, recovering and replacing the parts removed; but if such Work so exposed or examined is not in accordance with the Contract Documents, the uncovering, removal, recovering and replacement shall be at the Contractor's expense. Work that has been covered prior to observation by the City does not qualify as re-examined work; the City may order such work uncovered for observation without payment of any costs.

2-1.27 **REMOVAL OF REJECTED AND UNAUTHORIZED WORK.** All Work which has been rejected shall be remedied, or removed and replaced by the Contractor in a manner acceptable to the Director and no compensation will be allowed the Contractor for such removal, replacement, or remedial Work.

Any Work done beyond the lines shown on the Contract Drawings or established by the Director, or any Work done without written authority will be considered as unauthorized Work and will not be paid for. Upon order of the Director, unauthorized Work shall be remedied, removed, or replaced at the Contractor's expense.

Upon failure of the Contractor to comply promptly with any order of the Director made under this section, the Director may cause rejected or unauthorized Work to be remedied, removed, or replaced, and the costs thereof will be deducted from any moneys due or to become due the Contractor.

SECTION 3

CHANGES IN THE WORK

3-1.01 **CHANGES.** The Director, without invalidating this Agreement and without notice to Contractor's surety, may order changes in the Work, consisting of additions or deletions, or other revisions. The Contract Price and the Contract Time shall be adjusted accordingly. All such changes in the Work, including in the Contract Price and the Contract Time, shall be authorized only by Contract Change Order, signed by the Director.

If Contractor claims that performance of any work entitles it to additional compensation or to an extension of time for performance of the Work, Contractor shall provide written notice to the City of any such claim prior to undertaking such work. Contractor shall provide written notice of any anticipated impacts to the Contract Price or Contract Time within three (3) Days of discovering such impact, by submitting a Notice of Potential Claim described in Section 7-1.03 below, or notice of delay as described in Section 6-1.09 below. If the Director refuses to issue a Change Order for such work, Contractor shall perform that work if directed or obligated to do so and shall submit a complete and specific Claim for additional compensation and/or extension of time for performance within fifteen (15) Days after such work is performed, as described in Section 7-1.03 below. Failure to provide written notice of claims prior to undertaking such work, failure to provide a timely Notice of Potential Claim, or failure to submit timely a complete and specific Claim for additional compensation and/or extension of the time for performance, shall be deemed a waiver and abandonment of any such Claim. No Claim, dispute or controversy shall interfere with the progress or performance of the Work and the Contractor shall proceed with the Work as directed by the Director. Failure to so proceed shall amount to a

default under this Agreement.

3-1.02 **PROPOSED CHANGE ORDERS.** The Contractor will be notified in writing of a proposed Change Order describing the intended change. Within fifteen (15) Days after receipt of a written request, the Contractor shall submit its proposed price to be added or deducted from the Contract Price due to the change and its estimate of the extent of the adjustment in the Contract Time, if any. The Contractor's proposed price to be added to or deducted from the Contract Price shall be supported by a detailed estimate of cost prepared by the Contractor, vendor or Supplier. The Contractor's proposed price submittal shall be accompanied by a statement of the time necessary for the changed Work, together with a description of how this time will be incorporated into the current Construction Schedule. The Contractor shall upon request by the Director permit inspection of its original Contract estimate, subcontract agreements or purchase orders relating to the change.

If agreement is reached on the adjustment in compensation as provided in Section 3-1.05, "Contract Price Adjustment," of these General Conditions, the Contractor shall proceed with the Work as changed at the agreed price.

If the Contractor and the Director fail to agree as to the adjustment in compensation for the performance of the changed Work, the Contractor, upon written order from the Director, shall proceed immediately with the changed Work and the Contract Price shall be adjusted in accordance with Section 3-1.06, "Force Account Payment," of these General Conditions.

If the Contractor fails to submit its cost estimate within such fifteen (15) Day period, the Contractor shall commence the Work as changed immediately upon receipt of written order of the Director, and the Contract Price will be adjusted in accordance with the Director's cost estimate for the changed Work.

3-1.03 **EMERGENCY AND INDETERMINATE TYPE CHANGE ORDERS.** Changes in the Work made necessary by an Emergency, as determined by the Director, or changes of a kind where the extent of the Work cannot be determined until completed, may be authorized by the Director in writing. The Change Order shall state that it is issued pursuant to this Section 3-1.03. Upon receipt of an authorized Change Order or other written order of the Director, the Contractor shall proceed with the ordered Work and the Director will maintain a daily job record containing a detailed summary of all labor, materials and equipment required for the changed Work.

Within fifteen (15) Days after receiving a written request, the Contractor shall submit a detailed estimate of cost for the change and any requested change in Contract Time in the same manner as required for proposed Change Orders in Section 3-1.02 of these General Conditions.

3-1.04 **EXECUTED CHANGE ORDER.** A Contract Change Order signed by both the Director and the Contractor is an "executed Contract Change Order." By signing the Contract Change Order, the Contractor agrees that the specified compensation constitutes full compensation for the changed Work, including payment for interruption, disruption, acceleration, extended Overhead, delay or any other "impact" claim or "ripple effect" claim. The Contractor specifically understands and agrees that its execution of the Contract Change Order shall constitute a waiver of any right for the Contractor to claim any additional compensation with respect to the subject matter of the Contract Change Order.

3-1.05 **CONTRACT PRICE ADJUSTMENT.** If a Contract Change Order provides for an adjustment to the Contract Price, the amount of such adjustment shall be determined by one of the following methods, or a combination thereof, as determined by the City and in its sole discretion:

A. Lump sum. The Contractor and the City may agree on a lump sum amount for the Change Order. At the City's request, the Contractor will provide pricing for the work. Maximum markups for Contract Change Orders paid for using lump sum pricing shall be paid for in the same manner and in the same amounts as markups for Force Account work, as described in Section 3-1.06 below.

B. Unit Prices. The unit prices set forth in the Contractor's Schedule of Bid Prices will be utilized where they are applicable and acceptable to the City. The Contractor's unit prices shall remain firm and shall not be subject to adjustment unless and until the actual quantity of work is increased or decreased by Contract Change Order in an amount greater than twenty-five percent (25%) from the estimated quantity indicated for such item. No markups will be given for Contract Change Orders paid for using unit prices.

Unit prices for new items included in the Contract Change Order but not included in the original bid shall be as mutually agreed upon or, in the absence of agreement, as determined by the City in the same manner as if the work were to be paid for on a Force Account basis, as described in Section 3-1.06 below.

C. Force Account. Where the City and the Contractor are unable to agree on lump sum pricing and if the City does not elect to utilize the unit prices in Contractor's bid, or such unit prices are not applicable, the changed work will be performed and tracked by the Contractor as Force Account work, as described in Section 3-1.06 below. The City will pay for such work, including markups, properly attributable to the change in accordance with those Force Account provisions.

D. Eliminated Items. The City reserves the right to delete any bid item of Work in its entirety. The City makes no representation that any work under a bid item of Work

will be performed, and all work may be subject to a Contract Change Order that deletes such work. Bid items are distinct and severable from the other bid items, and the Contractor shall not be entitled to any anticipated profit, unabsorbed Overhead, or other indirect expense attributable to the deleted item, except as provided immediately below with regard to Force Account mark-ups on the direct and verifiable costs incurred prior to the City's order that deletes the work.

Should any bid item of Work be eliminated in its entirety and not accounted for as described immediately above and, in the absence of an executed Contract Change Order covering such elimination, payment will be made to the Contractor for actual direct and verifiable costs incurred in connection with such eliminated bid item if incurred prior to the date of notification in writing by the City of such elimination. If acceptable material is ordered by the Contractor for the eliminated item prior to the date of notification of such elimination by the City, and if orders for such material cannot be canceled, it will be paid for at the actual direct and verifiable cost to the Contractor. Actual direct costs shall include documented vendor shipping fees, Supplier restocking fees, if applicable, and Contractor handling costs directly related to the eliminated item(s). In such case, the material paid for shall become the property of the City and the actual cost of any further handling will be paid for by the City. If the material is returnable to the vendor and if the City so directs, the material shall be returned and the Contractor will be paid for the actual direct cost of charges made by the vendor for returning the material. The actual direct cost of handling returned materials will also be paid for by the City. The actual direct and verifiable costs to be paid by the City as provided herein will be computed in the same manner as if the work were to be paid for on a Force Account basis, including the application of Force Account mark-ups to said costs.

3-1.06 **FORCE ACCOUNT PAYMENT.** When Work performed pursuant to a

Change Order is to be paid for on a Force Account basis, the Contractor's labor, materials and equipment used in the performance of such Work shall be subject to the approval of the City, and the compensation will be determined as set forth below in this section.

3-1.06A **LABOR.** The Contractor will be paid an amount based on the actual cost for the workers (including foremen when authorized by the Director) used in the actual and direct performance of the Work. All labor costs associated with Overhead, whether field or home office, are specifically excluded herein, as those labor costs are covered by the below mark-ups. The cost of labor, whether the employer is the Contractor, Subcontractor or other forces, shall include employer payments; assessment of benefits required by lawful labor union collective bargaining agreements; compensation insurance payments; contributions made to the State pursuant to the Unemployment Insurance Code; and for taxes paid to the Federal Government pursuant to the Social Security Act of August 14, 1935, as amended. No labor cost will be recognized at a rate in excess of the wages prevailing in the locality at the time the Work is performed, nor will the use of a labor classification, which would increase the cost, be permitted unless the Contractor establishes to the complete satisfaction of the Director the necessity for payment at a higher rate.

3-1.06B **MATERIALS.** Only materials furnished by the Contractor and necessarily used in the performance of the Work will be paid for. Such cost of materials may include the costs of procurement, transportation and delivery if necessarily incurred. If a cash or trade discount by the actual supplier is available to the Contractor, it shall be credited to the City. If materials are procured by the purchaser by any method which is not a direct purchase from and a direct billing by the actual supplier to such purchaser, the cost of such materials shall be deemed to be the price paid to the actual supplier plus the actual costs, if any, incurred in the

handling of such materials. If the materials are obtained from a supply or source owned wholly or in part by the purchaser, the cost of such materials shall not exceed the price paid by the purchaser for similar materials furnished from said source on Bid items or the current wholesale price for such materials delivered to the job site, less any discounts as provided herein, whichever is lower. If, in the opinion of the Director, the cost of materials is excessive, or if the Contractor fails to furnish satisfactory evidence of the cost to it from the actual supplier within sixty (60) Days after the date of delivery of the materials or within fifteen (15) Days after Acceptance of the Agreement, whichever occurs first, the cost of the materials shall be deemed to be the lowest current wholesale price at which similar materials are available in the quantities required, less any discounts provided herein. The Department reserves the right to furnish such materials required by the Change Order as it deems advisable, and the Contractor shall have no claim for cost or markups on material furnished by the Department.

3-1.06C **EQUIPMENT.** The Contractor will be paid an amount based on the actual cost for the use of equipment directly required and approved by the Director in the performance of the changed Work. No payment will be made for time while equipment is inoperative due to breakdowns or on Days when no Work is performed. In addition, the rental time shall include the time required to move the equipment to the Work from the nearest available source of such equipment, and to return it to the source. If such equipment is not moved by its own power, then loading and transportation costs will be paid. Moving time, loading and transportation costs will only be paid if the equipment is used exclusively on the changed Work during the time between move in and move out. Individual pieces of equipment having a replacement value of One Thousand Dollars ($1000) or less shall be considered to be tools or small equipment, and no payment will be made therefore. For equipment owned,

furnished, or rented by the Contractor, no cost therefore shall be recognized in excess of the equipment rental rates published by Caltrans at the following website address: http://www.dot.ca.gov/hq/construc/equipmnt.html. Equipment located at a Work Site and utilized on non-Force Account work shall not eligible for standby payment, and shall be charged on a Force Account basis only when solely performing pre-approved Force Account work tasks.

3-1.06D **MARKUPS.** When a Change Order increases the cost of the Work, the Contractor may add the following maximum markups to its actual costs of labor, materials, or equipment rental:

15 percent for labor;

10 percent for materials; and

5 percent for equipment rental.

The above markups include full compensation, covering the costs of all supervision, bonds, profit, Overhead, and other general expenses not specifically designated as a direct cost in Sections 3-1.06A through 3-1.06C above. The total payment (i.e., direct cost plus applicable markups) shall be deemed to be the actual cost of such work and shall constitute full compensation therefor. The Contractor specifically understands and agrees that such payment shall include any Contractor costs for interruption, disruption, and acceleration, extended Overhead, Change Order management, delay or other "impact" claim or "ripple effect" claim.

When work paid for on a Force Account basis is performed by forces other than the Contractor's own forces, the maximum allowable mark-ups for the Subcontractors' costs shall be fifteen percent (15%) for the cost of labor, ten percent (10%) for the cost of materials, and five percent (5%) for the cost of rented equipment. In these situations where the work is being performed by Subcontractors, the Contractor will only be entitled to an additional five percent

(5%) mark-up and will not be entitled to receive the additional mark-ups specified in this section.

When a Change Order decreases the cost of the Work, the reduction in cost shall include a five percent (5%) markup on the estimated cost for furnishing the labor, materials and equipment, which would have been used on such Work, had the Change Order not been issued.

When a Change Order involves both added Work and deleted Work, the markup or markups to be used shall be as follows:

The actual costs of labor, materials, and equipment rental for added and deleted Work shall be calculated separately without adding markups. If the difference between the calculated costs for labor results in an increased cost, a markup of fifteen percent (15%) shall be applied to the increased cost. If the difference between the calculated costs of materials or equipment rental results in an increased cost, a markup of ten percent (10%) and five percent (5%) respectively, shall be applied to the increased costs of materials or equipment rental, as the case may be. If the difference between the calculated costs for labor, materials or equipment rental results in a decreased cost, a markup of five percent (5%) shall be applied to the decreased costs of labor, materials or equipment rental, as the case may be.

Contractor shall not add mark-ups on work performed and billed by City staff nor add mark-ups to successive iterations of proposed Change Order cost proposals returned to Contractor by the City due to incomplete or inaccurate information being originally submitted by the Contractor. If the Contract Price increases by the issuance of Change Orders, the penal amounts of the bonds required shall increase accordingly.

3-1.06E **RECORDS.** The Contractor shall maintain its records in such a manner as to provide a clear distinction between the direct costs of extra work paid for on a Force Account basis and the costs of other operations.

From the above records, the Contractor shall furnish the City completed daily extra work reports, on forms acceptable to the City, for each Day's extra work to be paid for on a Force Account basis. The daily extra work reports shall itemize the materials used, and shall cover the direct cost of labor and the charges for equipment rental, whether furnished by the Contractor, Subcontractor, or other forces. The daily extra work reports shall provide names and identifications and classifications of workers, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment, and hours operated. Daily extra work and Force Account reports (actual or claimed) shall be signed by both the City's and the Contractor's representatives within twenty-four (24) hours of the performance of the work.

Valid copies of vendor's invoices shall substantiate material charges. Such invoices shall be submitted with the daily extra work reports, or if not available, they shall be submitted with subsequent daily extra work reports. Should said vendor's invoices not be submitted within sixty (60) Days after the date of delivery of the material or within fifteen (15) Days after the Acceptance of the Agreement, whichever occurs first, the City reserves the right to establish the cost of such materials at the lowest current wholesale prices at which said materials were available in the quantities, less any discounts.

The City will compare its records with the completed daily extra work reports furnished by the Contractor and make any necessary adjustments. When these daily extra work reports are agreed upon and signed by both parties, said reports shall become the basis of payment for the work performed, but shall not preclude subsequent adjustment based on a later audit by the City.

The Contractor's cost records pertaining to Work paid for on a Force Account basis shall be open to inspection or audit by representatives of the City during the life of the Agreement and for a period of not less than three (3) years after the date of Agreement completion and the

Contractor shall retain such records for that period. Where payment for materials or labor is based on the cost thereof to forces other than the Contractor, the Contractor shall make every reasonable effort to insure that the cost records of such other forces will be open to inspection and audit by representatives of the City on the same terms and conditions as the cost records of the Contractor. If an audit is to be commenced more than sixty (60) Days after the date of Acceptance of the Agreement, the Contractor will be given fifteen (15) Days' notice of the time when such audit is to begin.

3-1.07 **COST REDUCTION PROPOSALS.** The City encourages the Contractor to submit Cost Reduction Proposals whenever the Contractor identifies areas and/or instances in which there can be savings to the Work. Contractor may submit to the City, in writing, proposals for modifying the plans, Specifications or other requirements of the Agreement for the sole purpose of reducing the total cost of construction, including the time for completion of the Work. The City may consider such Cost Reduction Proposals and, if accepted, the Agreement will be equitably adjusted. The City has no obligation to consider or accept Cost Reduction Proposals.

SECTION 4

CONTROL OF MATERIALS

4-1.01 **MATERIALS.** The Contractor shall furnish all materials required to complete the Work, except materials that are designated in the Supplemental Conditions to be furnished by the City and materials furnished by the City in accordance with Section 3, "Changes in the Work," of these General Conditions.

Unless otherwise specified in the Supplemental Conditions, materials furnished by the Contractor for incorporation into the Work shall be new. When the quality or kind of materials, articles, or equipment is not particularly indicated, then the quality or kind thereof shall be similar to those that are indicated.

Articles or materials to be incorporated in the Work shall be stored in such a manner as to insure the preservation of their quality and fitness for the Work, and to facilitate inspection.

All materials which do not conform to the requirements of the Contract Documents as determined by the Director, will be rejected whether in place or not. Rejected material shall be removed immediately from the site of the Work, unless otherwise permitted by the Director. No rejected material, the defects of which have been subsequently corrected, shall be used in the Work, unless approval in writing has been given by the Director. Upon failure of the Contractor to comply promptly with any order of the Director made under these provisions, the Director shall have the authority to cause the removal and replacement of rejected material and to deduct the cost thereof from any moneys due or to become due the Contractor.

Manufacturer's warranties, guaranties, instruction sheets and parts lists, which are furnished with certain materials incorporated in the Work, shall be delivered to the Director

before Acceptance of the Contract.

Unless otherwise designated in the Supplemental Conditions or Specifications, materials furnished by the City will be delivered to the job site. Materials furnished by the City that are designated in the Supplemental Conditions as available at locations other than the job site shall be hauled to the site of the Work by the Contractor at its expense, including any necessary loading and unloading that may be involved.

The Contractor will be held responsible for all materials furnished to it, and shall pay all demurrage and storage charges. City-furnished materials lost or damaged from any cause whatsoever shall be replaced by the Contractor. The Contractor will be liable to the Department for the cost of replacing City-furnished material and such costs may be deducted from any moneys due or to become due the Contractor.

4-1.02 **PRODUCT AND REFERENCE STANDARDS.** When descriptive catalog designations, including manufacturer's name, product brand name, or model number are referred to in the Contract Documents, such designations shall be considered as being those found in industry publications in effect on the day the Notice to Contractors for the Work is dated, except as may be otherwise stated.

When standards or test designations of the Federal Government, trade societies, or trade associations are referred to in the Contract Documents by specific date of issue, these shall be considered as part of the Contract. When such references do not bear a date of issue, the edition in effect on the day the Notice to Contractors for the Work is dated shall be considered as part of the Contract.

4-1.03 **SAMPLING AND TESTING OF MATERIALS.** Unless otherwise specified, all tests shall be performed in accordance with the methods used by the State

Department of Transportation (Caltrans) and shall be made by the Director or his or her designated representative.

The State Department of Transportation has developed test methods for testing the quality of materials and Work. These test methods are identified by a California Test followed by the serial number. Copies of individual tests are available at the State Department of Transportation Laboratory, Sacramento, California, and will be furnished to interested persons upon request.

Whenever a reference is made in the Supplemental Conditions to a California Test by number, it shall mean the California test in effect on the day the Notice to Contractors for the Work is dated.

Whenever the Supplemental Conditions provide an option between two (2) or more test methods, the Director will determine the test method to be used.

Whenever a Supplemental Condition, manual, or test designation provides for test reports (such as certified mill test reports) from the manufacturer, copies of such reports, identified as to the lot of material, shall be furnished to the Director. The manufacturer's test reports shall supplement the inspection, sampling and testing provisions of this Section 4-1.03 and shall not constitute a waiver of the City's right to inspect. When material which cannot be identified with specific test reports is proposed for use, the Director may at his or her discretion, select random samples from the lot for testing. Testing specimens from the random samples, including those required for retest, shall be prepared in accordance with the referenced Supplemental Conditions and furnished by the Contractor at its expense. The number of such samples and test specimens shall be entirely at the discretion of the Director.

When requested by the Director, the Contractor shall furnish, without charge, samples of

all material entering into the Work, and no material shall be used prior to approval by the Director, except as provided in Section 4-1.04, "Certificates of Compliance," of these General Conditions.

A. Inspection and Access for Testing. The Contractor shall provide safe access for the Director and his or her inspectors to adequately inspect the quality of Work and conformance with the General and Supplemental Conditions. The Contractor shall provide adequate lighting, ventilation, ladders and other protective facilities as may be necessary for the safe performance of inspections.

The Contractor shall submit samples or specimens of such materials to be furnished or used in the Work as the Director may require. The Contractor shall furnish the Director all necessary labor and facilities for such things as excavation in the compacted fill to depths required to take samples.

Inspections, tests, or favorable review by the Director or others shall not relieve the Contractor from its obligations to perform the Work in accordance with the requirements of the Contract Documents.

Work covered without the favorable review or consent of the Director shall, if required by the Director, be uncovered for examination at the Contractor's expense.

If the Engineer, Architect, or Director considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Director's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Director may require, that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of

satisfactory reconstruction. If, however, such Work is not found to be defective and the Work was not covered without favorable review of the Director, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to cover its costs directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction and an appropriate Change Order shall be issued.

Whenever the Contractor varies the period during which Work is carried on each Day, the Contractor shall give due notice to the Director so that proper inspection may be provided. Any Work done in the absence of the Director may be subject to rejection. Proper facilities for safe access for inspection to all parts of the Work shall at all times be maintained for the necessary use of the Director and other agents of the City. Authorized representatives and agents of the Director shall be permitted access to inspect all Work and materials wherever it is required for preparation of progress reports, and the Contractor shall provide proper facilities for such access and inspection.

It is the Contractor's responsibility to supervise the Work and complete the project in accordance with the Contract Documents. In the course of managing that effort, the Contractor shall generate its own punch lists as deemed necessary. The Director may prepare punch lists for the Director's own use in communicating with the Contractor; however, the Director shall be under no obligation to prepare punch lists for the Contractor. In general, the Director will prepare punch lists only after the Contractor has given the Director written notice that the subject Work is completed and tested in accordance with the Contract Documents and is ready for operation and/or use and/or occupancy. Failure of the Director to include an item in a punch list shall not relieve the Contractor of its duty to satisfactorily complete all Work required by the Contract Documents.

Upon Final Completion of the construction Work and request by the Contractor, the Director will conduct a final inspection as a basis for recommending to the City that the Work be accepted.

B. Field and Materials Testing. Where the Supplemental Conditions require Work to be specially field tested or approved, it shall be tested only in the presence of the Director after timely notice of its readiness for inspection and test, and the Work after testing shall be covered up only upon the consent thereto of the Director.

The results of any tests made are for the information of the Director. Regardless of any test results, the Contractor is solely responsible for the quality of workmanship and materials and for compliance with the requirements of the Contract Drawings and Supplemental Conditions.

Except as specifically required under the Supplemental Conditions, all tests by the Director of materials furnished by the Contractor will be done in accordance with commonly recognized standards of national organizations. The Contractor shall furnish such samples of all materials as required by the Director without charge. No material shall be used unless it has been favorably reviewed by the Director.

Where such inspection and testing are to be conducted by an independent Laboratory or agency, the sample or samples of materials to be tested shall be selected by such Laboratory or agency, or the Director, and not by the Contractor.

C. Costs of Testing.

1. Initial Services: The City shall furnish and pay for all initial testing services required by the Contract Documents. When initial tests indicate non-compliance with the Contract Documents, the cost of initial tests associated with that non-compliance will be

deducted by the City from the balance owed the Contractor. The Contractor shall furnish samples of materials for testing as may be required by the Director. Such samples shall be furnished without cost to the City.

2. Retesting: When initial tests indicate non-compliance with the Contract Documents, all subsequent retesting occasioned by the non-compliance shall be performed by the same testing Laboratory and the cost thereof will be deducted by the City from the balance owed the Contractor. Contractor shall be billed for each additional test.

3. Contractor Convenience Testing: Inspection or testing performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor.

4. Additional Tests and Inspections: When in the opinion of the Director additional tests or inspections are required because of the manner in which the Contractor executes its Work, such tests and inspections shall be paid for by the City, but will be deducted from the Contract Price. Examples of such tests and inspections are tests of materials substituted for previously accepted materials or substituted for specified materials, retests made necessary by failure of material to comply with the requirements of the Specifications, load tests made necessary because of portions of the structure not fully meeting Specifications or plan requirements, etc.

4-1.04 **CERTIFICATES OF COMPLIANCE.** A Certificate of Compliance shall be furnished prior to the use of any materials for which the Supplemental Conditions require that such a Certificate be furnished. In addition, the Director may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The Certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all

respects with the requirements of the Supplemental Conditions. A Certificate of Compliance shall be furnished with each lot of such materials delivered to the Work and the lot so certified shall be clearly identified in the Certificate.

All materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the Work which conforms to the requirements of the Contract Documents and any such material not conforming to such requirements will be subject to rejection whether in place or not.

The Department reserves the right to refuse to permit the use of material on the basis of a Certificate of Compliance.

The form of the Certificate of Compliance and its disposition shall be as directed by the Director.

SECTION 5

LEGAL RELATIONS AND RESPONSIBILITY

5-1.01 **LAWS TO BE OBSERVED.** The Contractor shall keep informed of and observe, and comply with and cause all of its agents and employees to observe and comply with, all prevailing Federal and State laws, and rules and regulations made pursuant to said Federal and State laws, and county and municipal ordinances, and regulations, which in any way affect the conduct of the Contract. If any conflict arises between provisions of the Contract and any such law above referred to, the Contractor shall notify the Director at once in writing. To the fullest extent allowed by law, the Contractor shall defend, indemnify, and save and hold harmless the City or any of its officers, agents, employees, and volunteers against any claim or liability arising from or based on the violation of any such law, rule, or regulation, whether by itself or its agents or employees.

5-1.02 **HOURS OF LABOR.** Eight (8) hours labor constitutes a legal Day's work. The Contractor or Subcontractor shall, as a penalty to City, forfeit Twenty-five Dollars ($25) for each worker employed in the execution of the contract by the respective Contractor or Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that Work performed by employees of Contractors in excess of eight (8) hours per day, and forty (40) hours during any one (1) week, shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay, as provided in said

Section 1815. In addition, Contractor and/or its Subcontractors may be required to pay double the basic rate of pay for all hours worked in excess of twelve (12) hours in any workday and under other circumstances. (See California Code of Regulations, Title 8, Sections 16100(c)(6) and (16200(a)(3)(F) and applicable Department of Industrial Relations prevailing wage determinations.)

5-1.03 **NONDISCRIMINATION.**

A. Attention is directed to Labor Code Section 1735, which reads as follows:

"A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every Contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter."

B. During the performance of this Contract, Contractor and its Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Contractor and Subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The Contractor and Subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Government Code §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0 et seq.) and other applicable State and Federal regulations and City

policies pertaining to nondiscrimination and affirmative action which are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Contractor and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

C. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform Work under the agreement.

5-1.04 **PREVAILING WAGE.** The Contractor and any Subcontractor shall comply with Labor Code Sections 1770 et seq. In accordance with said Section 1775 the Contractor and any Subcontractor under the Contractor shall, as a penalty, forfeit to the state or City not more than $200 for each calendar day or portion thereof, for each worker paid less than the prevailing rate as determined by the Director of Industrial Relations for the work or craft in which such worker is employed for under the Contract by the Contractor or by any Subcontractor under the Contractor.

The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following: (a) whether the failure to pay the correct rate of per diem wages was a good-faith mistake and, if so, whether the error was promptly and voluntarily corrected when brought to the attention of the Contractor or Subcontractor; and (b) whether the Contractor or Subcontractor has a prior record of failing to meet its prevailing wage obligations.

The penalty may not be less than forty dollars ($40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the Contractor or Subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the Contractor or Subcontractor.

The penalty may not be less than eighty dollars ($80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Contractor or Subcontractor has been assessed penalties within the previous three (3) years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

The penalty may not be less than one hundred twenty dollars ($120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1 of the Labor Code.

If the amount due under this section is collected from the Contractor or Subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code against the Contractor or Subcontractor shall be satisfied before applying that amount to the penalty imposed on that Contractor or Subcontractor pursuant to this section.

The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for an abuse of discretion.

In addition to said penalty, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by the Contractor or Subcontractor.

If a worker employed by a Subcontractor on a public works project is not paid the general prevailing per diem wages by the Subcontractor, the Contractor is not liable for any penalties described above unless the Contractor had knowledge of that failure of the Subcontractor to pay

the specified prevailing rate of wages to those workers or unless the Contractor fails to comply with all of the following requirements:

1. The contract executed between the Contractor and the Subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1776, 177.5, 1813, and 1815 of the Labor Code.
2. The Contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the Subcontractor to the employees, by periodic review of the certified payroll records of the Subcontractor.
3. Upon become aware of the Subcontractor's failure to pay its workers the specified prevailing rate of wages, the Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the Subcontractor for work performed on the public works project.
4. Prior to making final payment to the Subcontractor for work performed on the public works project, the Contractor shall obtain an affidavit signed under penalty of perjury from the Subcontractor that the Subcontractor has paid the specified general prevailing rate of per diem wages to its employees on the public works project and any amount due pursuant to 1813 of the Labor Code.

Pursuant to Section 1775 of the Labor Code, the Division of Labor Standards Enforcement shall notify the Contractor on a public works project within fifteen (15) Days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a Subcontractor on that public works project to pay workers the general prevailing rate per diem wages.

Pursuant to the provisions of California Labor Code Section 1773, the City has obtained

the general prevailing rate of wages applicable to the categories of workers the City anticipates will be utilized for this project 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 worker concerned or, if no collective bargaining applies, those holidays identified in Government Code Section 6700. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm, which is incorporated herein as a part of this Contract.

Pursuant to Labor Code Section 1773.2, the general prevailing wage rates set forth above, which forms a part of this Contract, shall be posted by the Contractor at a prominent place at the site of the Work.

Pursuant to Labor Code Section 1773.6 and California Code of Regulations Section 16204, Title 8, changes in general prevailing wage determinations shall apply to the project only if issued by the Director of Industrial Relations prior to the City's bid issuance date.

The City will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the Contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining its Bid, and will not under any circumstances be considered as the basis of a claim against the City or Contract.

When both California and Federal prevailing wage rates apply, the Contractor and any Subcontractors shall pay their workers the higher of the two rates. The Contractor and any Subcontractors shall insert this clause in any lower tier contract.

5-1.05 **REGISTRATION REQUIRED AS QUALIFICATION TO BID.**

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 contractor 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. 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 public work pursuant to Section 1725.5.

5-1.06 **PAYROLL RECORDS.** The Contractor's attention is directed to the following provisions of Labor Code Section 1776. The Contractor shall be responsible for the compliance with these provisions by its Subcontractors.

A. The Contractor and each Subcontractor shall keep accurate and current payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by it in connection with the public work. Each payroll record shall contain or be verified by a written declaration that is made under penalty of perjury, stating both of the following:

1. The information contained in the payroll record is true and correct.

2. The employer has complied with the requirements of Section 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

B. The payroll records enumerated under subdivision (A) shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following

basis:

1. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

2. A certified copy of all payroll records enumerated in subdivision (A) shall be made available for inspection or furnished upon request to a representative of the City, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations. The City reserves the right to withhold any progress payments to the Contractor in the event of noncompliance with the subsection.

3. A certified copy of all payroll records enumerated in subdivision (A) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal office of the Contractor.

C. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division.

D. Each Contractor shall file a certified copy of the records enumerated in subdivision (A) with the entity that requested the records within ten (10) Days after receipt of a written request.

E. Any copy of the records made available for inspection as copies and furnished upon request to the public or any public agency by the City, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or

obliterated to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or Subcontractor performing the Contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) shall be marked or obliterated only to prevent the disclosure of an individual's name and social security number. A joint labor-management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor-management committee reasonable attorneys' fees and costs incurred in maintaining the action. An action under this subdivision may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of this section.

F. The Contractor shall inform the City of the location of the records enumerated under subdivision (A), including the street address, city and county, and shall, within five (5) business days, provide a notice of a change of location and address.

G. The Contractor shall have ten (10) Days in which to comply subsequent to receipt of written notice requesting the records enumerated in subdivision (A). In the event that the Contractor or Subcontractor fails to comply within the ten (10) Day period, the Contractor shall, as a penalty to the State or City, forfeit twenty-five ($25) Dollars for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from any progress payment or final payment then due. A contractor

is not subject to a penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.

5-1.07 **SAFETY REQUIREMENTS.** 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 Work 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 Work Site 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 IIPP (Illness and Injury Prevention 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 Contractor shall designate a safety officer and have in place a health and safety plan in accordance with the laws of State of California and conduct safety meetings and document them in accordance with the law. The Contractor shall have the safety record available for inspection during working hours and shall submit job site safety meeting reports with each Application for Payment.

Prior to Contractor commencing construction project work on City property, Contractor

shall make available copies of its Health and Safety Plan (HASP) that meets or exceeds applicable Cal/OSHA regulations. The Contractor's HASP shall also meet or exceed the requirements of any applicable City-wide or departmental specific Injury and Illness Prevention Programs (IIPP) and other HASP programs, procedures, and plans. Potentially applicable HASP programs, procedures, and plans include, but are not limited to, the following:

1. Bloodborne Pathogens Exposure Control Plan;
2. Confined Space Entry Procedure;
3. Electrical Safety Program (Lockout/Tagout);
4. Emergency Action Plans (Site Specific);
5. Fire Prevention Plans (Site Specific);
6. Hazardous Waste Operations Emergency Response Plan (or Equivalent);
7. Hazard Communication Program (SDS's and Right-to-Know training);
8. Heat Illness & Prevention Plan;
9. Hearing Conservation Program;
10. Hot Work/Welding Procedure;
11. Job Hazard Analyses/Standard Operating Procedures;
12. Traffic Control & Flagging;
13. Excavation/Dig Safe Procedure;
14. Fall Protection Plan;
15. Personal Protective Equipment Plan;
16. Respirable Crystalline Silica Exposure Control Plan;
17. Respirator Program;
18. Soils Management Plan (for contaminated soils); and

19. Transite (Asbestos) Pipe Work Procedure.

Additionally, Contractor shall be responsible for complying with all City-wide and departmental specific safety requirements as identified in the Supplemental Conditions or presented at a pre-construction meeting.

Contractor shall inform City in advance of the quantity of chemical(s) to be used for the project and the total quantity of chemical(s) that will be brought onto City property. In addition, Contractor shall provide City with one copy of the Safety Data Sheet (SDS) for each chemical expected to be used to complete the project and for each chemical brought to the Work Site, regardless of whether such chemicals are ultimately used for the project.

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 its operations.

To ensure compliance with California Labor Code Section 6705, the Contractor shall submit to the City, at least five (5) Days in advance of excavation of any trench five feet (5') or more in depth, Working Drawings to the Director showing the design of shoring, bracing, sloping and other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such Working Drawings vary from the shoring system standards established by the Cal/OSHA Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared and signed by a registered civil or structural engineer in the State of California. 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 and nothing in this section shall be deemed to allow the use of a shoring, sloping or protective system less effective than that required by the Cal/OSHA Construction Safety Orders of the Division of Industrial Safety Contractor's Working Drawings shall be subject to approval insofar as the details affect the character of the finished Work and for compliance with design requirements applicable to the construction when specified or called for, but details of the design will be left to Contractor who shall be responsible for the successful construction of the Work. The City shall approve Working Drawings before any Work involving such drawings is performed. Approval and/or 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 its registered engineer.

The Contractor shall 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 and shall bear full and exclusive responsibility for any release of hazardous or non-hazardous chemicals or substances during the course of the Work. The Contractor shall immediately report any such release to the City. The Contractor shall be solely responsible for all claims and expenses associated with the response to, removal and remediation of the release, including, without limitation, payment of any fines or penalties levied against the City by any agency as a result of such release and shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees, and volunteers from any claims arising from such release. For purposes of this section only, the term "claims" shall include:

1. All notices, orders, directives, administrative or judicial proceedings, fines, penalties, fees, or charges imposed by any governmental agency with jurisdiction; and

2. Any claim, cause of action, or administrative or judicial proceeding brought against the City, its officers, agents, employees, and volunteers for any loss, cost (including reasonable attorneys' fees), damage or liability, sustained or suffered by any person or entity, including the City.

If the performance of the Work creates any hazardous wastes, those wastes shall be properly disposed of according to federal, state, and local laws, at the expense of the Contractor. The Contractor shall dispose of the wastes under its own EPA Generator Number. In no event shall the City be identified as the generator. The Contractor shall notify the City of any such hazardous wastes and the City reserves the right to a copy of the results of any tests conducted on the wastes, and, at its cost, to perform additional tests or examine those wastes, prior to disposition. The Contractor shall defend, indemnify, and save and hold harmless the City, its

officers, agents, employees, and volunteers from any claims arising from the disposal of the hazardous wastes, regardless of the absence of negligence or other malfeasance by the Contractor. Disposal of all Hazardous Materials must be done in accordance with all laws and regulations. Copies of required regulatory documentation including copies of final manifests shall be supplied to the City.

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 including, but not limited to, California Code of Regulations Section 1529, Title 8.

Nothing in these General Conditions 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.

5-1.08 **SUBSURFACE EXCAVATIONS, NOTIFICATION.** The Contractor shall contact the regional notification center, "Underground Service Alert," and schedule its Work to allow ample time for the center to notify its members and, if necessary, for any member to field locate and mark its facilities. Without limiting the foregoing, the Contractor's attention is directed to Government Code Sections 4216 to 4216.9, and in particular Section 4216.2.

5-1.09 **PUBLIC SAFETY.** The Contractor shall assume all responsibility for public safety during the performance of its Work, and all costs arising therefrom shall be included in the Contract Price. Whenever the Contractor's operations create a condition hazardous to traffic or to the public, it shall furnish, erect and maintain, at its expense, such fences, barricades, lights, signs, and other devices and take such other protective measures as are

necessary to prevent accidents or damage or injury to the public. The Contractor shall establish the pedestrian detours with comparable lighting to the original pedestrian areas. The Contractor shall arrange for such flaggers as are necessary to give adequate warning to traffic or to the public of any dangerous conditions affecting traffic. For Work in a public right-of-way, the Contractor shall comply with the rules and regulations of the State, County, or local agency that owns the right-of-way.

The Contractor shall promptly and fully comply with and carry out, and shall without separate charge therefor to the City, all safety and first aid requirements prescribed by all applicable Federal, State, and local laws and regulations, rules, and orders. The Work shall be done in a safe manner; and the Contractor shall safeguard the safety and health of its employees, Subcontractors, and the people of local communities. The Contractor shall also be reasonable for ensuring that its Subcontractors comply with the provisions of this section.

Upon the failure of the Contractor to comply with any of the requirements of this section, the City shall have the authority, but not the duty, to stop the Work until such failure is remedied. The Contractor shall not be entitled to an adjustment of the Contract Time or an increase in the Contract Price due to any such suspensions.

When required by the Contract Documents, the Contractor shall construct, maintain, and remove detours for use of public traffic, without additional cost to the City, unless separate payment is specified in the Special Provisions.

The failure or refusal of the Contractor to construct and maintain detours at the proper time shall be sufficient cause for closing down the work until such detours are in satisfactory condition for use by public traffic.

Due care shall be exercised to avoid injury to existing improvements or facilities, utility

facilities, adjacent property and trees, shrubs, and other plants that are not to be removed.

Trees, shrubs and other plants that are not to be removed, and pole lines, fences, signs, survey markers and monuments, buildings and structures, conduits, pipe lines, sewer and waterlines, highway facilities, and any other improvements or facilities, under or above ground, that are within or adjacent to the work limit line shall be protected from injury or damage, and the Contractor shall provide and Install suitable safeguards to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operations, they shall be replaced or restored at the Contractor's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor entered upon the Work Site, or as good as required by the Contract Documents if any such objects are part of the Work. The City may make or cause to be made such temporary repairs as are necessary to restore to service any damaged facility. The cost of such repairs shall be borne by the Contractor, and the costs may be deducted from any monies due or to become due to the Contractor under the Agreement.

The fact that any underground facilities is not shown on the Contract Drawings shall not relieve the Contractor of its responsibility pursuant to "Utility Facilities" in Section 2-1.12 elsewhere in the Contract Documents. It shall be the Contractor's responsibility, pursuant thereto, to ascertain the location of such underground improvements or facilities, which may be subject to damage by reason of its operations.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the Work involved in protecting or repairing property as specified in this section, shall be considered as included in the prices paid for the various Contract items of work and no additional compensation will be allowed therefor.

5-1.10 **EMERGENCIES.** In an Emergency affecting the safety of life, the

Work, or adjoining property, the Contractor, without special instructions or authorization from the City, shall act at its discretion to prevent such threatened loss or injury. In such an Emergency, the Contractor may perform such additional work as is reasonably required. Any compensation claimed by the Contractor on account of Work performed to an Emergency shall be determined in accordance with the provisions relating to Force Account payment contained elsewhere in the Contract Documents.

5-1.11 **APPRENTICES.** Attention is directed to Labor Code Sections 1777.5, 1777.6 and 1777.7 and Title 8, California Code of Regulations Section 200 et seq. In accordance with Section 1777.5, the Contractor shall secure the necessary certificates and shall contribute to the apprenticeship fund or funds, a provided therein. The Contractor shall require each Subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work to fully comply with Sections 1777.5 and 1777.6 of the Labor Code. To insure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, each Contractor or Subcontractor should, where some questions exist, contact the Division of Apprenticeship Standards, , or one of its branch offices prior to commencement of Work on the public works Contract. Responsibility for compliance with this section lies with the prime Contractor.

It is State and City policy to encourage the employment and training of apprentices on public works Contracts as may be permitted under local apprenticeship standards.

5-1.12 **FAIR LABOR STANDARDS ACT.** Attention is invited to the fact that the City has been advised by the Wage and Hour Division, U.S. Department of Labor, that Contractors engaged in construction Work are required to meet the provisions of the Fair Labor Standards Act of 1958 and as amended (52 Stat. 1060).

5-1.13 **WORKERS' COMPENSATION.** Pursuant to the requirements of Labor Code Section 1860, the Contractor will be required to secure the payment of workers' compensation to its employees in accordance with the provisions of Labor Code Section 3700.

Prior to the commencement of Work, the Contractor shall sign and file with the Director a certification in the following form:

> "I am aware of the provisions of Labor Code Section 3700 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."

5-1.14 **AIR POLLUTION CONTROL AND ASBESTOS.** The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any Work performed pursuant to the Contract, including any air pollution control rules, regulations, ordinances and statues, specified in Government Code Section 11017.

In the absence of any applicable air pollution control rules, regulations, ordinances or statutes governing solvents, all solvents, including but not limited to the solvent portions of paints, thinners, curing compounds, and liquid asphalt used on the project shall comply with the applicable material requirements of the applicable Air Quality Management District. All containers of solvent, paint, thinner, curing compound, or liquid asphalt shall be labeled to indicate that the contents fully comply with said requirements.

Unless otherwise provided in the Supplemental Conditions, material to be disposed of shall not be burned, either inside or outside the Premises.

The Contractor shall also 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, 40 C.F.R. Part 61, Subpart M, and California Code of Regulations Section 1529, Title 8.

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.

5-1.15 **USE OF PESTICIDES.** The Contractor shall comply with all local, state and federal rules and regulations of the Department of Food and Agriculture, the Department of Health, the Department of Industrial Relations and all other agencies which govern the use of pesticides required in the performance of the Work.

Pesticides shall include but shall not be limited to herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliants, desiccants, soil sterilants, and repellents.

Any substance or mixture of substances intended for preventing, repelling, mitigating, or destroying weed, insects, diseases, rodents, or nematodes and any substance or mixture of substances intended for use as a plant regulator, defoliant or desiccant shall be considered as pesticide.

5-1.16 **SOUND AND LIGHT CONTROL REQUIREMENTS.** The Contractor shall comply with all local sound control, light control, and noise level rules, regulations and ordinances which apply to any Work performed pursuant to the Contract. Work shall not begin before 7 a.m. nor occur after 7 p.m., unless otherwise permitted by the City.

Each internal combustion engine, used for any purpose on the Work or related to the Work, shall be equipped with a muffler, in good working order, of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said

muffler.

5-1.17 **WEIGHT LIMITATIONS.** Unless expressly permitted elsewhere in the Contract Documents, the Contractor shall not operate construction equipment or vehicles of any kind which, laden or unladen, exceed the maximum weight limits set forth in Division 15 of the Vehicle Code over completed or existing base, surfacing, pavement or structures.

5-1.18 **ENVIRONMENTAL CLEARANCES; MITIGATION MONITORING PROGRAMS; AND REGULATORY AGENCY PERMIT REQUIREMENTS.** The Department will obtain all environmental clearances and other authorizations necessary for this project as set forth in the Contract Documents. The Contractor shall comply with the provisions, including giving notices during construction when required, of said authorizations. In the event the obtaining of said authorizations delays completion of all or any portion of the Work, an extension of time determined pursuant to the provisions in Section 6-1.08, "Liquidated Damages," of these General Conditions will be granted.

Contractor shall comply with: (1) all mitigation identified in the mitigation monitoring program (attached to and adopted as a component of the mitigated negative declaration or Environmental Impact Report) to mitigate impacts to protected natural resources; and (2) all related permit requirements issued by the regulatory agencies authorizing the project. Contractor shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees, and volunteers from any fines, claims, suits, actions or regulatory sanctions of every name, kind and description brought forth, or on account of, damage to protected natural resources from or arising out of Contractor's negligence or willful misconduct in the performance of this Agreement.

5-1.19 **PERMITS AND LICENSES.** The Contractor acknowledges and agrees that, prior to the submission of its bid for the Work, it fully familiarized itself with the

requirements of all applicable federal, state, county and municipal laws, codes, rules, and regulations, as well as the conditions of any required licenses and permits.

The Contractor shall procure all permits and licenses, including any applicable building permits (except those procured or to be procured by the City which are listed elsewhere in the Contract Documents), in coordination with the Director, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work. Contractor shall be responsible for applying, paying all fees, and coordination for obtaining all permits for completion of the Work. All permits and licenses shall be obtained in sufficient time to prevent delays to the Work. Contractor will apply to the City for reimbursement for such permits costs. Accordingly, Contractor should not include the anticipated costs for permits in its bid, as the necessary permit costs will be reimbursed by the City.

The California Environmental Quality Act (Public Resources Code, Section 21000 to 21177) may be applicable to permits, licenses and other authorizations which the Contractor must obtain from State or local agencies in connection with performing the Work. The Contractor shall comply with the provisions of that Act in obtaining such permits, licenses and other authorizations, and all permits, licenses and other authorizations shall be obtained in sufficient time to prevent delays to the Work.

The Contractor shall maintain the applicable Contractor's license as identified in the Notice to Contractors and City business license for the duration of the Work.

5-1.20 **WATER POLLUTION.** The Contractor shall comply with all water pollution control rules, regulations, ordinances and statutes which apply to any Work performed pursuant to the Contract, including any water pollution control rules, regulations, and statutes, specified by the most current State of California NPDES General Permit for Stormwater

Discharges Associated with Construction Activity.

The Contractor shall take all necessary precaution to protect streams, vernal pools, ponds, reservoirs, and lakes from pollution with fuels, oils, bitumen, calcium chloride, and other harmful materials as consistent with the law. Also, the Contractor shall conduct and schedule operations so as to avoid discharging pollutants, such as but not limited to: sediment and silt to the storm drain system. The storm drain system consists of all facilities that are designed to convey stormwater to the Waters of the State as defined in the California Water Code. The storm drain system includes, but is not limited to, all streets, gutters, drain inlets, roadside ditches, streams, vernal pools, ponds, and lakes. Care shall be exercised to preserve roadside vegetation beyond the limits of construction.

5-1.21 **PROTECTION AND USE OF PROPERTY.** The Contractor shall be responsible for and provide and maintain all proper temporary walkways, covered walkways, barriers, roads, guards, railings, lights, warning signs, and take precaution at all times to avoid injury or damage to any person or any property, and upon completion of the Work, or at other times as directed, restore Premises and adjacent property to a proper condition. In the event of such injury or damage, Contractor shall report such injury and damage to City within forty-eight (48) hours of occurrence.

The Contractor shall protect adjoining property and nearby buildings, including City buildings, City roads, and public streets or roads, from dust, dirt, debris, or the nuisance arising out of the Contractor's operations or storage practices, and, if ordered by the Director, the Contractor shall provide and Install suitable safeguards, approved by the Director, to protect such objects from damage. If such objects are damaged by reason of the Contractor's operations, they shall be replaced or restored at the Contractor's expense.

If the Contractor damages any buildings, roads, utilities, or other property which belong to the City, or any Department or agency thereof, then the Director, at his or her option, may retain from the money due under the Contract an amount sufficient to insure repair of the damage.

The Director may make or cause to be made such temporary repairs as are necessary to restore to service any such damaged facility. The cost of such repairs shall be borne by the Contractor and may be deducted from any moneys due or to become due the Contractor under the Contract.

5-1.22 **RESPONSIBILITY FOR DAMAGE AND INDEMNIFICATION.**

The City of Roseville, its officers, agents, employees, and volunteers, including but not limited to the Director and his or her designee, 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 other 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, its workers, or anyone employed by the Contractor or the Contractor's 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 and hold harmless the City, and its respective officers, agents, Subcontractors, employees, and volunteers, and the successors and assigns of

any of them, (hereinafter referred to as "Indemnitees") from and against all claims, demands, liability, suits, actions, costs or expenses for any and all loss or damage, including but not limited to, personal injury, property damage, or economic loss, arising out of or resulting from allegations of (1) Contractor's use of the City's property or any activities or Work performed hereunder by the Contractor; (2) the Contractor's performance of the Work under the Agreement; or (3) the Contractor's breach of any provision of the Agreement. The duty of the Contractor to indemnify and save harmless includes the duties to defend as set forth in Civil Code Section 2778. The only exception to these provisions is that the Contractor's obligations under this section will not apply to the extent that the claims, demands, liability, suits, actions, costs or expenses are caused by Indemnitees' active negligence, willful misconduct, criminal acts, or for defects in design furnished by the Indemnitees, misconduct, criminal acts, or for defects in design furnished by the Indemnitees.

The Contractor waives any and all rights to any type of express or implied indemnity against the City, its officers, agents, employees, or volunteers.

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.

Any person, firm or corporation that Contractor authorizes to Work on the City's property including Subcontractors, shall be deemed to be an agent of the Contractor for purposes herein, shall be subject to all the applicable terms herein, and shall be within the scope of the Contractor's indemnity obligation described herein.

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 Department 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) 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 7-1.07, "Progress Payments," of these General Conditions.

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

5-1.23 **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 (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.

5-1.24 **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.

5-1.25 **THIRD PARTY BENEFICIARY.** No provisions in the Contract Documents shall in any way inure to the benefit any third party (including the public at large or any member thereof) so as to constitute such person a third party beneficiary of the Contract, or of any term or condition or other provision of the Contract or otherwise give rise to any cause of action in any person not a party to the Agreement, except as expressly provided elsewhere in the Contract Documents.

5-1.26 **COORDINATION AND ACCESS.** The Contractor acknowledges that the City may award, or has already awarded, other construction contracts for additional work or may perform additional work with its own forces and that such work may affect the Work under this Agreement. Additionally, the Contractor acknowledges that the State and other public and private agencies may be granted a right-of-entry by the City for the purpose of constructing

facilities within and adjacent to the Work Site. It is the obligation of the Contractor to coordinate its Work with the work of others working within or adjacent to the City's property.

During performance of its Work, the Contractor shall not have exclusive access to or use of the work areas. The City may also require that certain facilities and areas be used concurrently by the Contractor and by other contractors working in the area. When two (2) or more contractors are employed on related or adjacent City work, each shall conduct its operations in such a manner as not to cause any unnecessary delay or hindrance to the other. Each contractor shall be responsible to the other for all damage to any work, to persons or property caused to the other by its operations, and for loss caused the other due to any unnecessary delays or failure to finish the work within the time specified for completion.

If any party of the Contractor's Work depends on the work of any other contractor and/or the City for proper execution and/or results, the Contractor shall promptly notify the City of any discrepancies and/or defects in said other work that would render its work unsuitable for proper execution and/or results prior to proceeding with the Contractor's own Work. If it becomes necessary, the City will resolve coordination and access problems.

The Contractor and its representative in charge of the Work shall familiarize themselves with the City's property and Work Site, and adjacent surroundings in the vicinity of said Wok, and any private or public operations on adjoining properties.

5-1.27 **OCCUPANCY BY THE DEPARTMENT PRIOR TO ACCEPTANCE.** The City may at any time notify the Contractor in writing that it intends to take Beneficial Occupancy of any portion of the Work even though the Work may not be substantially complete. Unless the reason for the City's taking Beneficial Occupancy is that the Contractor has not completed the Work (or portions thereof) in accordance with the Contract

Time, the City's Beneficial Occupancy shall relieve the Contractor from its responsibility for maintenance, loss or damage to that portion of the Work for which the City has taken Beneficial Occupancy other than that resulting from the Contractor's act or omission, negligence, willful misconduct or breach of warranty.

Should the Work (or portion thereof) not be completed in accordance with the Construction Schedule within the Contract Time (as adjusted under the terms of the Contract Documents), the City shall have the right, but not the obligation, to take Beneficial Occupancy of the Work. In such event, the Contractor shall not be entitled to any additional compensation on account of said occupancy by the City, nor shall the Contractor be relieved of any of its responsibilities under the Contract Documents, including, without limitation, Contractor's obligation to complete the Work in accordance with the Construction Schedule.

Beneficial Occupancy shall not be deemed an Acceptance by the City either of the Work or of any portion thereof, nor will it relieve the Contractor of full responsibility for correcting defective Work or materials found at any time before the formal written Acceptance of the entire Contract by the Director or during the full warranty period after such Acceptance, as provided in Section 7-1.12, "Warranty," of these General Conditions.

The City's Beneficial Occupancy shall not relieve the Contractor of its responsibility to maintain all insurance and bonds required under the Contract Documents until the entire project is accepted by the City.

5-1.28 **RIGHT TO OPERATE UNSATISFACTORY FACILITIES AND EQUIPMENT.** If, after Installation, the operation or use of the facilities or equipment to be furnished under this Contract proves to be unsatisfactory to the Director, the City shall have the right to operate and use such facilities or equipment until they can, without damage to the City,

be taken out of service for correction or replacement. Such period of use of the defective facilities or equipment, pending correction or replacement, shall in no way decrease the warranty period required for the acceptable corrected or replaced facilities or equipment.

5-1.29 **CONTRACTOR'S RESPONSIBILITY FOR THE WORK.** Except as otherwise provided herein, the Contractor shall have the charge and care of the Work and shall bear the risk of injury or damage to any part of the Work by the action of the elements or from any other cause whether arising from the execution or from the nonexecution of the Work until the Acceptance of the Contract by the Director. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the Work occasioned by any cause before its completion and Acceptance, and shall bear the expense thereof. In case of suspension of Work from any cause whatever, the Contractor shall be responsible for the Work and it shall also be responsible for all materials, and shall properly store them if necessary, and shall provide suitable drainage and erect temporary structures where necessary.

The Contractor will be relieved of responsibility for any injury or damage to the Work caused by the following:

A. An earthquake in excess of a magnitude of 3.5 on the Richter Scale or a tidal wave, when the effect of such has been proclaimed a disaster or state of emergency by the Governor of the State of California or by the President of the United States, or was of such magnitude at the site of the Work as to have been sufficient to have caused a proclamation of disaster or state of emergency, had it occurred in a populated area.

B. Occupancy and use by the Department or the public prior to the completion of the entire project.

C. Acts of the Federal Government or the public enemy.

5-1.30 **RESPONSIBILITY FOR UTILITIES.** The Contractor shall be responsible at its own cost for any and all Work, expense or special precautions caused or required by the existence or proximity of utilities encountered in performing the Work, including without limitation, repair of any or all damage and all hand or exploratory excavation required. The Contractor is cautioned that such utilities may include communication cables or electrical cables which may be high voltage, and when working or excavating in the vicinity of such cables, or the ducts enclosing such cables, the Contractor shall undertake at its own cost any special precautions required. Suitable warning signs, barricades, and safety devices shall be erected as necessary or required.

However, if during the course of the Work the Contractor encounters utility Installations which are not shown or indicated in the Contract Documents or which are found in a location substantially different from that shown, and such utilities are not reasonably apparent from visual examination, then the Contractor shall promptly notify the Director in writing. Where necessary for the Work of the Contract, the Director shall issue a written order to the Contractor to make such adjustments, rearrangement, repair, removal, alteration, or special handling of such utility, including repair of the damaged utility. The Contractor shall perform the Work described in such written order, and compensation therefor will be made in accordance with Section 3 of these General Conditions relating to changes in the Work. Except for the items of cost specified in said Section 3, the Contractor shall receive no compensation for any other cost, damage, delay, interference, or hindrance to him or her due to the presence of such utility. If the Contractor fails to give the notice specified above and thereafter acts without instructions for the Director, then the Contractor shall be liable for any or subsequent to discovery thereof, and the Contractor shall repair and make good such damage at its own cost.

The precise location of underground facilities can only be determined by careful probing or hand digging in compliance with Article 6 of the Cal/OSHA Construction Safety Orders which states in part:

> "Prior to opening an excavation, effort shall be made to determine whether underground installations, i.e., sewer, water, fuel, electric lines, etc., will be encountered, and if so, where such underground installations are located. When the excavation approaches the approximate location of such an installation, the exact location shall be determined by careful probing or hand digging, and, when it is uncovered, adequate protection shall be provided for the existing installation."

The location of known existing utilities and pipelines are shown on the Contract Drawings in their approximate locations. Some of the locations include multiple conduits. The Contractor shall exercise care in avoiding damage to those facilities which are to remain in service subsequent to the construction of the particular new facility involved and the Contractor will be held responsible for any repairs if damaged. The Contractor shall also exercise care in maintaining those pipes and facilities required for continuing operation of the existing facilities until such time as they can be abandoned. There is no guarantee that all utilities or obstructions are shown on the Contract Drawings or that the locations indicated are accurate.

The Contractor shall exercise extreme caution in working in the area adjacent to the existing pipelines and utility services. It is essential that all the existing facilities be maintained in service. Construction of the connections between the existing facilities and the new facilities shall be at times and during periods acceptable to the City. The Contractor shall advise the Director in writing of its proposed Construction Schedule for these connections at least forty-eight (48) hours in advance.

The Contractor shall uncover all piping and conduits, to a point one foot (1') below the pipe, where crossings, interferences, or connections are shown on the Contract Drawings, prior to trenching or excavating for any pipe or structures, to determine actual elevations. New pipelines shall be laid to such grade as to clear all existing facilities which are to remain in service. If the Contractor does not expose all required utilities, it shall not be entitled to additional compensation for Work necessary to avoid interferences nor for repair to damaged utilities. Excavations around underground electrical ducts and conduits shall be performed using extreme caution to prevent injury or damage to workers and to the electrical ducts or conduits.

5-1.31 **PROPERTY RIGHTS IN MATERIALS.** Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the Work or soil or after partial payment has been made as provided in Section 7-1.07, "Progress Payments," of these General Conditions for material delivered on the ground or stored subject to or under the control of the City and unused. All such material shall become the property of the City upon being so attached or affixed or upon payment for materials delivered on the ground or stored subject to or under the control of the City and unused, as provided in said Section 7-1.07.

5-1.32 **COURT ORDERED DELAY.** If, pursuant to court order, the Department temporarily suspends performance of all or any portion of the Work, an extension of time determined pursuant to the provisions in Section 6-1.08, "Liquidated Damages," of these General Conditions will be granted.

5-1.33 **NO PERSONAL LIABILITY.** Neither the Director, nor any other officer or authorized employee of the City, shall be personally responsible for any liability arising under or by virtue of the Contract.

5-1.34 **RIGHTS IN LAND AND IMPROVEMENTS.** The Contractor shall make no arrangements with any person or entity to permit occupancy or use of any land, structure or building within the limits of the Work, for any purpose whatsoever, either with or without compensation, in conflict with any agreement between the City and any third party owner, former owner, or tenant of such land, structure or buildings. The Contractor shall not occupy City-owned property outside the limit of the Work shown on the Contract Drawings unless it obtains prior approval.

5-1.35 **ANTITRUST CLAIMS.** The Contractor's attention is directed to the following provision of Public Contract Code Section 7103.5(b), which is applicable to the Contractor and its Subcontractors:

> " In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgement by the parties."

5-1.36 **RIGHTS TO DRAWINGS, TECHNICAL DATA PATENTS.** Shop

Drawings and Working Drawings submitted to the City by the Contractor, Subcontractor or any lower tier Subcontractor pursuant to the Agreement, are the property of the City and the City may use, and disclose in any manner and for any purpose, Shop Drawings and Working Drawings delivered under the Contract.

Technical Data including manuals or instructional materials, computer or microprocessor software which are delivered or submitted to the City by the Contractor, Subcontractor, or any lower tier Subcontract pursuant to the Contract are the property of the City, and the City may use or disclose same in any manner and for any purpose.

The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the Work, and shall defend, indemnify and save and hold harmless the City, and its duly authorized representatives, from all suits at law, or in equity, and actions of every nature for, or on account of the use of any patented materials, equipment, devices or processes. In case some materials, equipment, devices or processes are held to constitute an infringement and their use enjoined, the Contractor, at its expense, shall:

1. Secure for the City the right to continue using said materials, equipment, devices or processes by suspension of the injunction or by procuring a license or licenses; or
2. Replace such materials, equipment, devices, processes; or
3. Modify them so that they become non-infringing or remove the enjoined materials, equipment, devices or processes and refund the sums paid therefor without prejudice to any other rights of the City.

5-1.37 **PAYMENT OF TAXES.** Contractor shall pay all taxes and duties applicable to and assessable against any Work, equipment, materials, services, processes, and

operations incidental to or involved in the Agreement, including but not limited to, retail sales and use, transportation, export, import, business, and special taxes. The Contractor is responsible for ascertaining and acquainting itself with such taxes and making all necessary arrangements to pay them. The Contractor will maintain records that are auditable records, and these records shall be subject to the City's review to verify that Contractor's tax payments are current at all times.

The Contract Price paid for the Work shall include full compensation for all taxes which the Contractor is required to pay, whether imposed by Federal, State or local government, including, without being limited to, Federal excise tax. No tax exemption certificate nor any document designed to exempt the Contractor from payment of any tax will be furnished to the Contractor by the Department, as to any tax on labor, services, materials, transportation, or any other items furnished pursuant to the Contract.

The Contractor shall withhold and pay any and all sales and use taxes, withholding taxes, whether Federal, State, or local, Social Security taxes, State Unemployment Insurance charges and all other taxes which are now or hereafter may be required to be paid or withheld under any laws.

5-1.38 **GRATUITIES AND CONFLICT OF INTEREST.** The Contractor shall not offer or provide gratuities in the form of gifts, entertainment, loans, meals, rewards, and/or services to representatives of the City, including but not limited to, officers, employees, agents, Engineering Service Consultants, Consulting Engineers and Architects, Inspectors and/or Testing Agencies retained by the City. If it is found that the Contractor has violated this provision, the Contract may be subject to termination for default as defined elsewhere in these General Conditions.

During the term of the Contract and until the final payment has been made to the Contractor, the Contractor shall not employ or compensate in any manner whatsoever, the City's officers, employees and authorized representatives, agents, and any Engineering Service Consultants, Consulting Engineers and Architects, Inspectors, and/or Testing Agencies retained by the City. Any exception to the employment or compensation to any of the above named parties must be made in writing by the City. If the Contractor offers or provides employment or compensation to those named above during the term of the Contract, the Contract may be subject to termination for default.

5-1.39 **COOPERATION.** Should construction be under way by City forces or other forces or by other Contractors within or adjacent to the limits of the Work or should Work of any other nature be under way by such forces within or adjacent to said limits, the Contractor shall cooperate with all such forces to the end that any delay, interference or hindrance to their Work will be avoided. The right is reserved to perform other or additional Work at or near the site at any time, by the use of such forces.

5-1.40 **DIGGING TRENCHES OR OTHER EXCAVATIONS.** In the event any work involves digging trenches or other excavations that extend deeper than four feet (4') below the surface, City and Contractor shall comply with the following:

A. The Contractor shall promptly, and before the following conditions are disturbed, notify City in writing of any:

1. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

2. Subsurface or latent physical conditions at the site differing from those made available to Contractor for inspection as provided in the project proposal.

3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract.

B. The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a Change Order under the procedures described in the Contract.

C. In the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties. However, no claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required by this Section. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

5-1.41 **CONTRACTOR REGISTRATION.** No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this Contract, the Contractor and its subcontractors shall have a continuing legal obligation to maintain current

registration with the Department of Industrial Relations. The Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

5-1.42 **CITY OF ROSEVILLE ENCROACHMENT PERMITS AND RIGHTS-OF-WAY.** 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 and City Engineer.

To the extent indicated in the Contract Drawings, the City will provide the rights-of-way over private lands or the site to enable the Contractor to perform its work. The Contractor shall be solely responsible for securing any additional rights-of-way desired by the Contractor. The City will not be a party to nor assume any liability for any separate agreements reached between the Contractor and any third parties with respect to these additional rights-of-way. The Contractor shall procure evidence that agreements are in place with said third parties before the Contractor uses those areas covered by the agreements. Any damage to such private lands caused by the Contractor's operations shall be the sole responsibility of the Contractor.

SECTION 6

PROSECUTION AND PROGRESS

6-1.01 **SUBLETTING AND SUBCONTRACTING.** The Contractor shall be responsible for all Work performed under the Contract. The Contractor shall give its personal attention to the fulfillment of the Contract and shall keep the Work under its control. Nothing in the Contract Documents shall create any contractual relationship between the City and any Subcontractor. The Contractor is fully responsible to the City for the acts and omissions of its Subcontractors of any tier. When any Subcontractor fails to prosecute a portion of the Work in a manner satisfactory to the Director, that Subcontractor shall not again be employed on the Work. Although the sections of the Contract may be arranged according to various trades, or general grouping of the Work, the Contractor is not obligated to sublet the Work in such manner. The Director will not arbitrate disputes among Subcontractors or between Contractor and one or more Subcontractors concerning responsibility for performing any part of the Work.

The on-site production of materials produced by other than the Contractor's own forces shall be considered as subcontracted. The erection, establishment or reopening of on-site plants for production of materials and the operation thereof in the production of materials for use on the Work shall conform to the requirements relating to labor set forth in the Contract Documents.

The Contractor shall also be responsible for coordinating the Work performed by Subcontractors and Suppliers.

The Contractor shall not substitute any person as Subcontractor in place of a Subcontractor listed on its bid proposal without the written approval of the Director. Substitutions must be in accordance with the provisions of the "Subletting and Subcontracting

Fair Practices Act" beginning with Public Contract Code Section 4100. Violations of this Act by the Contractor may subject it to penalties which may include cancellation of Contract, Assessment of ten percent (10%) of the Subcontractor's bid, and disciplinary action by the Contractors State License Board.

The Contractor shall pay any Subcontractors approved by the City for work that has been satisfactorily performed no later than seven (7) Days from the date of Contractor's receipt of progress payments by the City. Within seven (7) Days after receipt from the City of funds attributable to work performed by a Subcontractor, Contractor shall release any retainage payments withheld to the Subcontractor. In the event Contractor does not make progress payments or release retention to Subcontractors in accordance with the time period specified herein, Contractor may be subject to prompt payment penalties per statute.

6-1.02 **ASSIGNMENT.** The performance of this Contract may not be assigned, except upon the written consent of the City Council of the City of Roseville. Consent will not be given to any proposed assignment which would relieve the original Contractor or its surety of their responsibilities under the Contract nor will the City consent to any assignment of a part of the Work under the Contract.

The Contractor may assign moneys due or to become due to it under the Contract and such assignment will be recognized by the City, if given proper notice thereof, to the extent permitted by law, but any assignment of moneys shall be subject to all proper set-offs in favor of the City and to all deductions provided for in the Contract and particularly all money withheld, whether assigned or not, shall be subject to being used by the City for the completion of the Work in the event that the Contractor should be in default therein.

6-1.03 **BEGINNING OF WORK.** After the execution of the Contract by both

parties, the City will issue the Notice to Proceed upon its determination that it is appropriate for the Contract Time to commence.

The Contractor shall begin Work within fifteen (15) Days after receiving the Notice to Proceed from the Director, subject to the requirements stated elsewhere in the Contract Documents regarding, among other things, the submittal of Baseline Schedule, and shall diligently prosecute the same to completion within the time limit provided in the Supplemental Conditions. Contractor shall also achieve any and all Contract milestones as described elsewhere in the Contract Documents.

The Contractor shall notify the Director, in writing, of its intent to begin Work at least seventy-two (72) hours before Work is begun. The notice shall be delivered to the Director and shall specify the date the Contractor intends to start. If the project has more than one (1) location of Work, a separate notice shall be given for each location.

The Contractor is not authorized to perform any Work until it has received a Notice to Proceed from the City. Should the Contractor begin Work in advance of receiving notice that the Contract has been approved as above provided, any Work performed by it in advance of the said date of approval shall be considered as having been done by the Contractor at its own risk and as a volunteer unless said Contract is so approved thereafter.

6-1.04 **PROGRESS SCHEDULE.**

A. Preliminary Progress Schedule. The Contractor shall submit to the Director, within twenty (20) Days after date of the Notice to Proceed, a Preliminary Progress Schedule covering the Contractor's activities over the first three (3) months of operation in detail and the remainder of the project in summary. The Preliminary Progress Schedule shall schedule the project within the Contract Time for completion of the Work, and shall be subject to

favorable review by the Director.

B. CPM Schedule. The Contractor shall submit an acceptable Critical Path Method (CPM) Schedule to the Director within thirty (30) Days after the receipt of the Notice to Proceed. Subsequent revisions to said schedule shall be submitted as set forth hereinafter. The requirement for the CPM schedule is included to allow for adequate planning and execution of the Work, to determine the critical nature of delays, and to assist the Director in appraising the reasonableness of the proposed schedule and evaluating progress of the Work. The CPM schedule submitted under this Section shall utilize a CPM format, either the precedence or arrow diagramming method. The definitions of CPM terms and functions shall be as provided in the Associated General Contractors of America book *CPM in Construction, A Manual for General Contractors*, or a favorably reviewed alternative publication or reference. No progress payment will be made prior to submission and acceptance of the CPM Schedule.

1. The CPM schedule system shall consist of diagrams and accompanying mathematical analyses. The diagrams shall show elements of the project in detail and an entire project summary. Diagrams shall show the order and interdependence of activities and sequence in which the Work is to be accomplished as planned by the Contractor. The basic concept of a network analysis diagram shall be followed to show how the start of a given activity is dependent on the completion of preceding activities and its completion restricts the start of following activities. Detailed network activities shall include, in addition to construction activities, the submittal and favorable review of samples of material and Shop Drawings, the procurement of critical materials and equipment, fabrication of special material and equipment, and their Installation and testing. All activities of the City and the Director that affect progress and required Contract dates for completion of all or parts of the Work shall be shown. The

selection and number of activities shall be subject to favorable review by the Director. Summary networks shall be time scaled. Durations shall be in Days and shall not exceed fifteen (15) Days, except for submittal and delivery items. Where the duration of continuous Work exceeds fifteen (15) Days, Work items in the Construction Schedule shall be subdivided by location, approximate stationing or other sub-element of the Work.

The graphic network diagram shall include for each activity, the description, activity number, the estimated duration in Days, and all activity relationship lines. The network diagram shall be drawn for the early start of activities. All significant Submittals shall be scheduled along with manual Submittals and training on all large or critical pieces of equipment. If the precedence technique is utilized, the schedule project shall include a calendar in Work Days, a network report sorted by early start and a logic table report sorted by preceding Work item. If the arrow technique is utilized, the schedule report shall include a calendar in Work Days, a network report sorted by early start, a network report sorted by I-J numbers, and a network sorted by slack time and I-J numbers.

2. The critical path shall be shown on all reports and on the graphic network diagram. The activities which constitute the critical path shall be identified.

3. The mathematical analysis of the network diagram shall include a tabulation of each activity. The following information shall be furnished as a minimum for each activity:

(a) preceding and following event numbers

(b) activity description and number

(c) estimated duration of activities

(d) earliest start date (by calendar date)

(e) earliest finish date (by calendar date)

(f) actual start date (by calendar date)

(g) actual finish date (by calendar date)

(h) latest start date (by calendar date)

(i) latest finish date (by calendar date)

(j) slack or float

(k) percentage of activity completed

4. The program shall be capable of accepting revised completion dates as modified by approved time adjustments and recomputations of all tabulation dates and float accordingly.

5. Submission and review of the system shall be as follows:

(a) The complete network analysis system, consisting of the detailed network mathematical analysis and network diagrams, shall be submitted within thirty (30) Days after receipt of the Notice to Proceed.

(b) The Contractor shall participate in a review and evaluation of the proposed network diagrams and analysis by the Director. Any revisions necessary as a result of this review shall be resubmitted for review by the Director within ten (10) Days. When completed, the favorably reviewed schedule shall then be the schedule to be used by the Contractor for planning, organizing and directing the Work and for reporting progress. If the Contractor thereafter desires to make significant changes in its method of operating and scheduling, the Contractor shall notify the Director in writing stating the reasons for the change.

(c) The Contractor shall submit at monthly intervals a report of the actual construction progress. Each monthly report shall cover a period of approximately thirty

(30) Days ending around the 20th of each month. The monthly reports shall be submitted within ten (10) Days of the end of the reporting period.

(1) If the project is proceeding on schedule, the monthly update report may consist of a marked-up copy of the graphical network diagram. This submittal shall clearly indicate the status of any minor shifts in sequence or schedule and the estimated completion date or percent complete of all activities currently in progress. The Contract completion date shall also be indicated. The Contractor shall submit a narrative report relating to status of construction, the schedule, and factors which may affect the remainder of the schedule. The report shall show the activities or portions of activities completed during the reporting period. The report shall state the percentage of the Work actually completed and scheduled as of the report date and the progress along the critical path in terms of Days ahead or behind the allowable dates.

(2) If, in the opinion of the Director, the project is behind schedule, the monthly report shall include a revised network diagram and/or mathematical analysis showing the Contractor's proposed revised schedule. An analysis of the effect that the delay has on progress along other paths shall also be included in the report. The Contractor shall also submit a narrative report with each updated analysis which shall include but not to be limited to a description of current and anticipated problem areas, delaying factors and their impact, and an explanation of corrective actions taken or proposed.

(3) Periodic report shall be submitted in sufficient copies to cover Contractor needs plus five (5) copies and an available electronic copy to be retained by the Director.

6. To the extent that the favorably reviewed initial Construction Schedule, or revisions thereto, indicate anything not jointly agreed upon, it shall be deemed to be not favorably reviewed by the Director. Any omission of Work from the detailed schedule, otherwise required for Contract compliance, will not excuse the Contractor from completing such Work within any applicable completion date. The CPM schedule shall be generated by computer methods.

C. Schedule Review. Once each month, on a date mutually agreed upon, but no later than seven (7) business days after the monthly schedule progress report date, a Work Site meeting will be held to review the Construction Schedule and job progress. The Contractor shall also attend weekly meetings scheduled by the Director to review the progress of the Work in the preceding week and in the subsequent week, coordinate the Work with public agencies or other Contractors as required, and allow the Director to plan his or her activities for testing, inspection, etc.

D. Schedule Revisions. The conditions under which the Director will require revisions of the Construction Schedule include the following:

1. When delay in completion of any Work item or sequence of Work items results in an estimated extension of project completion by either twenty (20) business days or by ten percent (10%) of the remaining duration of time to complete the Contract, whichever is less.

2. When delays in Submittals or deliveries make replanning or rescheduling of the Work necessary.

3. When the schedule does not represent actual prosecution and progress of the Work.

4. When any change to the sequence of activities, the completion date for major portions of the Work, or when changes occur which affect the critical path.

5. When Contract Amendments or a Change Order necessitates schedule revision, the Contractor shall submit a schedule analysis of all Change Order Work with its proposal.

E. Cash Flow Projection. A cash flow projection shall be submitted with the Construction Schedule. This cash flow projection shall be revised and resubmitted when revisions of the Construction Schedule will result in changes to the projected cash flow.

F. Schedules showing project completion dates earlier than specified in the Supplemental Conditions will be rejected unless justification can be provided for early completion.

6-1.05 **SCHEDULE OF VALUES.** Prior to preparation of the first estimate for a progress payment, the Contractor shall submit for favorable review by the Director a detailed Schedule of Values or cost breakdown of the Work under each bid item awarded. The breakdown will then become the basis for partial payment determination. Elements of Work shall be grouped by structure, pipeline, system, etc. Within each grouping, Work should be itemized by readily measurable quantities of Work complete in place. For example, concrete should be in units of cubic yards including form Work and reinforcing steel. Move-on costs, bond and insurance costs, and Overhead costs shall not be considered an item of cost for this purpose but shall be prorated over items of Work. In the event the Schedule of Values is not favorable reviewed by the Director, another Schedule of Values shall be submitted that is mutually acceptable to the Contractor and the Director.

6-1.06 **CITY'S RIGHT TO STOP WORK.** The Director shall have the

authority to order the Contractor, in writing, to suspend the Work wholly or in part, for such period as the Director may deem necessary due to the failure on the part of the Contractor to correct Work that is not in accordance with the requirements of the Contract Documents or if Contractor persistently fails to carry out Work in accordance with the Contract Documents.

The Contractor shall immediately comply with the written order of the Director to suspend the Work wholly or in part. The suspended Work shall be resumed when conditions are favorable and methods are corrected, as ordered or approved in writing by the Director.

Any stoppage of work under this section shall be at the Contractor's sole expense, and the Contractor shall have no claim against the City based on the Contractor's failure to perform the Work in accordance with the Contract Documents.

In addition to the City's right to stop Work, the City may order the Contractor to submit to the City at no additional cost to the City, additional information concerning Contractor's planned Work if the Contractor fails to promptly correct Work that is not in accordance with the requirements of the Contract Documents or persistently fails to carry out Work in accordance with the Contract Documents. The additional information ordered by the City may include, but is not limited to, preparation of Submittals or Working Drawings not otherwise required to be submitted under the Contract Documents.

In the event the City discovers that the Contractor has created an unsafe condition the City may arrange for other work forces to remedy the condition. Such remedial work shall be at the sole discretion of the City. If this action is required, the City may unilaterally terminate Work under the Contract, and will pay only for the quantities of Work actually performed, less the cost of the City's remedial Work. In the event that Work is not halted, the Contractor must take immediate steps to correct the situation. There will be no extra payment for Work required

to correct unsafe conditions.

The right of the City to suspend the Work shall not give rise to a duty on the part of the City to exercise this right for the benefit of the Contractor or any other person or entity. This right shall be in addition to and not in restriction or derogation of the City's other rights under the Contract Documents.

In the event of a suspension of Work under any of the conditions set forth in this Section 6-1.06, such suspension of Work shall not relieve the Contractor of its legal responsibilities as set forth in these General Conditions.

6-1.07 **TIME OF COMPLETION.** The Contractor shall complete the entire Work, including Installation, repairs, startup, troubleshooting, painting, and touchup, training, submittal or record drawings, and manuals, cleanup, demobilization, and all other Work within the number of Days set forth in the Supplemental Conditions. The time for completion includes an allowance for working time lost due to normal inclement weather.

Extensions of time may be allowed for unusual inclement weather under the provisions hereinafter described. Unusual inclement weather is weather which adversely affects "controlling" operations or the critical path of construction and which meets one of the following criteria:

A. For the particular calendar month in question, the number of individual Days with rainfall exceeding 0.10 inches exceeds the average number of such Days for that month over the immediately preceding five (5) years of record by at least three (3) Days.

B. For the particular calendar month in question, the total cumulative rainfall for that month exceeds the average cumulative rainfall for that month over the immediately preceding five (5) years of record by at least two inches (2").

Rainfall shall be measured at a publicly operated, maintained, and reported station in reasonable proximity to the construction site. A claim for delay shall indicate the period of rainfall which is claimed as "unusual," the specific dates during which the unusual rainfall and subsequent wet soil conditions prevented Work, and the specific critical path tasks adversely affected by such unusual weather. A claim for delay due to unusual inclement weather shall be filed within ten (10) Days of the apparent end of the unusual inclement rainfall period, whether or not the monthly totals are available at that time. The burden of proof that weather meets the criteria for unusual weather shall be solely the responsibility of the Contractor.

It is the responsibility of the Contractor to order materials required for the Work properly and promptly on a Notice to Proceed. If evidence presented demonstrates that, in spite of the Contractor's efforts, government-established priorities controls delay material deliveries, suitable extension of time will be made.

If performance of extra Work ordered by the City or failure of the City to provide the necessary site for Installation affects construction tasks which are "controlling" or which are on the "critical path" of the Construction Schedule, suitable extensions of time will be made.

The Contractor shall not be entitled to a time extension for delays in activities on non-critical paths of the favorably reviewed schedule unless the duration of the excusable delay exceeds the total float of the activities being delayed. If the duration of an excusable delay does exceed the total float of the activities affected by the delay, the Contractor shall be entitled to an extension equal to the difference.

C. Determination that a day is a non-working day by reason of inclement weather or conditions resulting immediately therefrom, shall be made by the Director.

6-1.08 **LIQUIDATED DAMAGES.** It is agreed by the parties to the Contract

that in case all the Work called for under the Contract in all parts and requirements is not completed within the number of Days as set forth in the Supplemental Conditions, damage will be sustained by the City and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the City, the monetary amount indicated in the Supplemental Conditions in dollars (U.S.) per day for each and every calendar day of delay in completing the Work in excess of the number of Days prescribed and the number of additional calendar days, if any, authorized by Contract Change Order; and the Contractor agrees to pay said Liquidated Damages herein provided for, and further agrees that the City may deduct the amount thereof from any moneys due or that may become due the Contractor under the Contract.

It is further agreed that in case the Work is not finished and completed in all parts and requirements within the number of Days specified, the City shall have the right to increase the number of Days or not, as it may deem best to serve the interest of the City, and if it decides to increase the said number of Days, it shall further have the right to charge to the Contractor, its heirs, assigns or sureties and to deduct from the final payment for the Work all of any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other Overhead expenses which are directly chargeable to the Contract, and which accrue during the period of such extension, except that cost of preparation of final statement shall not be included in such charges.

6-1.09 **DELAYS AND EXTENSIONS TO THE WORK.** The Contractor must complete all Work within the time specified in the Agreement. The Contractor will be granted an extension of time and will not be assessed with liquidated damages or the cost of engineering

and inspection for any delay in substantially completing the Work (or parts thereof) beyond the time set forth in the Agreement, provided that such delay was caused by unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include acts of public enemy, fire, floods, abnormal weather (as described below), earthquakes, epidemics, quarantine restrictions, strikes, labor disputes and freight embargoes, fire, changes made pursuant to the provisions of "Changes in the Work" under Section 3 of these General Conditions or acts or neglect of the City not contemplated by the Contract Documents. In all cases, any extension of time is conditioned on the following:

1. That the cause is not due to the fault or negligence of the Contractor, and the Contractor has taken reasonable precautions to prevent and minimize the effects thereof; and

2. That the Contractor notifies the Director in writing within three (3) Days from the beginning of such delay specifying the nature of the delay and the measures that have been or will be taken to prevent or minimize the delay. Failure to submit written notice within this time period shall constitute an absolute waiver of any claim for a time extension.

No extension of time will be granted for a delay caused by a shortage of materials, unless the Contractor furnishes to the City documentary proof that it has diligently made every effort to obtain such materials from all known sources within reasonable reach of the work and further proof, as acceptable to the Director, that the inability to obtain such materials when originally planned did in fact cause a delay in Final Completion of the entire Work which could not be compensated for by revising the sequence of the Contractor's operations. Only the physical shortage of material will be considered as a cause for extension of time, and no consideration

will be given to any claim that material could not be obtained at a reasonable, practical or economical cost or price, unless it is shown to the satisfaction of the City that such material could have been obtained only at exorbitant prices entirely out of line with current rates, taking into account the quantities involved and the usual practices in obtaining such quantities.

No extension of time will be granted for a delay caused by Contractor's staff turnovers, understaffing or insufficient quantity of qualified staff able to perform the necessary work.

The term "shortage of materials," as used in this section, shall apply only to materials, articles, parts or equipment which are standard items and shall not apply to materials, parts, articles or equipment which are processed, made, constructed, fabricated or manufactured to meet the specific requirements of the Contract Documents.

No extensions of time will be granted for delays that have no measureable impact on the completion of the Work (or parts thereof) under the Contract Documents. When extensions of time are granted, they will be limited to the period equivalent to the actual number of Days lost on the critical path or controlling operations of the Construction Schedule, taking into account the extent to which that delay could be decreased by reasonable mitigation measures by the Contractor. All requests for extensions of time must be supported with a critical path analysis showing the critical path and impacts to it. Contractor's failure to submit this analysis will be sufficient cause for denial of any request for a time extension.

Within a reasonable period of time after the Contractor submits the notice and information required by this section, the City will determine whether an extension of time is justified and, if so, the number of days for the extension.

Abnormal weather may be a valid basis for a time extension under the Agreement. "Abnormal Weather" occurs when the number of days of rain above 0.5 inches in a 24 hour

period exceeds the average for such rainfall in a particular month as determined by the National Weather Service. The Contractor will only be entitled to, at most, a time extension for the number of days of rain exceeding the average for that month in the locale where the Work is to be performed. If delays are caused by the Contractor or those for whom the Contractor is responsible, the Contractor will only be entitled to, at most, a time extension for the number of rain days exceeding the average for the month when the Work should have been performed.

In addition, before a time extension may be granted for abnormal weather, the Contractor must establish that the rain either significantly impacted at least sixty percent (60%) of the planned work of the controlling operations for a particular day or prohibited at least five (5) hours of work on the controlling operations planned for that day. Contractor shall employ reasonably methods to mitigate the impact of abnormal weather (i.e., dewatering, protection of site, etc.) The occurrence of rain during non-work hours or having minimal impact to work on the controlling operation shall not constitute a day of abnormal weather.

In the event that the project experiences favorable weather for a particular month (e.g., the number of actual rain days in a month less than that indicated above for allowable rain days per months), the additional float resulting from such favorable weather shall accrue to the project.

Any Contractor claim for damages or additional compensation based on delay shall be limited to only those circumstances where the Contractor has fulfilled each of the following three (3) requirements:

1. Contractor has established its entitlement to a time extension pursuant to the provisions described above regarding delay and extensions to the Work.
2. The delay was caused solely by the City's issuance of changes made pursuant to the

provisions of "Changes in the Work" under Section 3 of these General Conditions or by acts or neglect of the City.

3. The delay was unreasonable under the circumstances and not within the contemplation of the parties.

It is expressly understood and agreed that delays caused by the City will be non-compensable when there are concurrent delays caused by the Contractor. Also, the Contractor shall have no entitlement to additional compensation for any delay where there have been concurrent delays caused by non-compensable delays, including, but not limited to, fire, floods, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, and freight embargoes.

Contractor's damages and/or additional compensation for delays will consist solely of the extended costs of maintaining the Contractor's Work Site presence. The Contractor will not be entitled to any extended home office overhead.

Compensation for idle time of equipment will be determined in the same manner as determinations are made for equipment used in the performance of extra work paid for on a Force Account basis with the following exceptions:

1. The time for which compensation will be paid will be the actual normal working hours during which such delay conditions exists, but in no case will exceed eight (8) hours in any one day.
2. The days for which compensation will be paid will be each calendar day of the work week (defined elsewhere in the Contract Documents) and Legal Holidays, during the existence of such delay, except that when rental of the equipment is paid for under the provisions in Section 3-1.06C, "Force Account Payment – Equipment," of these General Conditions, no payment will be made for delays in accordance with the

provisions of this section.

Actual loss shall be understood to include no items of expense other than idle time of personnel, cost of extra moving of equipment, and cost of longer hauls. Compensation for idle time of equipment will be determined as provided in this section and compensation for idle time of personnel will be determined pursuant to Section 3-1.06A, "Force Account Payment – Labor," of these General Conditions. No markup will be added in either case for Overhead and profit. The cost of extra moving of equipment and the cost of longer hauls will be paid for as extra work as provided pursuant to "Changes to the Work" elsewhere in the Contract Documents.

6-1.10 **TERMINATION.**

6-1.10A **TERMINATION OF AGREEMENT – CONVENIENCE OF CITY.** The Department reserves the right to terminate the Contract at any time and for any reason if the Director determines that to do so would be in the best interest of the City. Any termination which is not based on the circumstances set forth in Section 6.1-10B below shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination becomes effective.

Upon the Contractor's receipt of a written Notice of Termination for convenience, the Contractor shall cease Work as to those portions of the project so terminated and shall undertake the steps outlined in Section 6-1.10B below.

1. Acceptance of the Contract as hereinafter specified shall not relieve the Contractor of responsibility for damage to materials except as follows:

   a. The Contractor's responsibility for damage to materials for which partial payment has been made as provided in Section 7-1.07, "Progress

Payments," of these General Conditions and for materials furnished by the City for use in the Work and unused shall terminate when the Director certifies that such materials have been stored in the manner and at the locations he or she has directed.

b. The Contractor's responsibility for damage to materials purchased by the City subsequent to the issuance of the notice that the Contract is to be terminated shall terminate when title and delivery of such materials has been taken by the City.

c. When the Director determines that the Contractor has completed the Work under the Contract directed to be completed prior to termination and such other Work as may have been ordered to secure the project for termination, the Contractor will recommend that the City formally accept the Work, and immediately upon and after such Acceptance by the City, the Contractor will not be required to perform any further Work thereon and shall be relieved of its contractual responsibilities for injury to persons or damage to property which occurs after the formal Acceptance of the project by the City.

2. The total compensation to be paid to the Contractor shall be determined by the Director on the basis of the following:

a. The reasonable cost to the Contractor, without profit, for all Work performed under the Contract, including mobilization, demobilization and Work done to secure the project for termination. Reasonable cost will include a reasonable allowance for project Overhead and general

administrative Overhead not to exceed a total of seven percent (7%) of Direct Costs of such Work.

b. A reasonable allowance for profit on the cost of the Work performed as determined under subsection (a), provided the Contractor establishes to the satisfaction of the Director that it is reasonably probable that it would have made a profit had the Contract be completed and provided further, that the profit allowed shall in no event exceed four percent (4%) of said cost.

c. The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the Department or otherwise disposed of as directed by the Director.

d. A reasonable allowance for the Contractor's administrative costs in determining the amount payable due to termination of the Contract.

All records of the Contractor and the Contractor's Subcontractors, necessary to determine compensation in accordance with this Section, shall be open to inspection or audit by representatives of the Department at all times after issuance of the notice that the Contract is to be terminated and for a period of three (3) years, and such records shall be retained for that period.

After Acceptance of the Work by the Director, the Director may make payments on the basis of interim estimates pending issuance of the Final Statement, when in his or her opinion the amount thus paid, together with all amounts previously paid or allowed, will not result in total compensation in excess of that to which the Contractor will be entitled. All payments, including payment upon the Final Statement, shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the Contract.

In the event that the City terminates this Contract under Section 6-1.10B below and it is determined for any reason that there was not sufficient cause to do so, the City's termination automatically will convert to a termination for convenience under this section and the terms and conditions outlined in this section automatically will be applied to effectuate the Contract termination. Thus, damages to which a Contractor may be entitled as a result of an improper default termination will be limited to the amounts provided for in this section.

The provisions of this section shall be included in all subcontracts.

6-1.10B **TERMINATION OF AGREEMENT - FOR CAUSE.** An "Event of Default" as referred to in this section shall occur if the Contractor:

1. Fails to maintain progress of the Work in accordance with the requirements of the Contract Documents; or
2. Fails to prosecute the Work or any of its components in accordance with the Contract Documents; or
3. Persistently or repeatedly fails or refuses to supply sufficient properly skilled workers or proper material to permit the performance of the Work in accordance with the Contract Documents; or
4. Fails to make prompt payment to Subcontractors or Suppliers in accordance with the respective agreements between the Contractor and the Subcontractor and Contractor and Supplier; or
5. Fails to comply with applicable laws, ordinances or rules, regulations or orders of a public authority having jurisdiction over the Work; or
6. Abandons, assigns or sublets the Contract without approval of the City; or
7. Becomes bankrupt or is subject to appointment of a receiver on behalf of the

Contractor; or

8. Otherwise is guilty of a substantial breach of a provision of the Contract Documents.

Upon the City's reasonable belief that there has been an Event of Default by the Contractor, the City may elect to give the Contractor written notice thereof. The Contractor thereafter shall cure the default as soon as possible and in no event after ten (10) Days from the Contractor's receipt of the City's written notice.

If the Contractor does not timely cure its default, the City may, without waiver of any of its other rights and remedies, elect to terminate the Contract, or portion thereof.

Upon the City's election to terminate the Contract, or portion thereof, the City shall have the right to complete the Work, or portion involved, by whatever means and methods it deems expedient, including the hiring of others on such terms as the City deems advisable. The City shall have the right to take possession of the Contractor's materials, plant, tools, equipment and property of any kind provided by or on behalf of the Contractor for the purpose of the Work, or a portion of them, without being responsible to the Contractor for wear and tear. The Contractor shall have no rights in such property during its use by the City. The City shall not be required to obtain the lowest prices for completing the Work or a portion of it but shall make such expenditures as, in the City's sole judgment, best accomplish such completion.

The expense of completing such Work or portion thereof, together with a reasonable charge for engineering, managerial and administrative services, as certified by the City, shall be charged to the Contractor, and the expense so charged shall be deducted by the City out of such monies as may be due or may at any time thereafter become due to the Contractor. In case such expense is more than the sum which otherwise would have been payable to the Contractor under the Agreement, then the Contractor or its surety or sureties shall promptly pay the amount of

such excess so due. When the City terminates the Contract under this section, the Contractor shall not be entitled to receive any further payments until the Work is completed and there has been a final settlement of costs of completing the Work covered by such notice of default.

The City will issue to the Contractor a written notice specifying that the Contract, or portion thereof, is terminated. Upon receipt of said written notice and, except as otherwise directed in writing by the City, the Contractor shall:

1. Stop all Work under the Contract; or if partial termination, stop Work relating to the terminated portion of the Agreement;
2. Perform Work the City deems necessary to secure the Work Site for termination including measures to leave the Work Site in a safe condition;
3. Remove equipment from the site of Work, as specified by the City;
4. Take such action as is reasonably necessary to protect materials from damage;
5. Notify all Subcontractors and Suppliers that the Contract or portion thereof is being terminated and that their contracts or orders are not to be further performed unless otherwise authorized in writing by the City;
6. Provide the City with an inventory list of all materials previously produced, purchased or ordered from Suppliers for use in the Work and not yet used in the Work, including its storage location, and such other information as the City may request;
7. Dispose of materials not used in the Work as directed by the Director. It shall be the Contractor's responsibility to provide the City (a) with good title to all materials purchased by the City hereunder, including materials for which partial payment has been made by the City and (b) with bills of sale or other documents of title for such

materials;

8. Subject to the prior written approval of the City, settle all outstanding liabilities and all claims arising out of Subcontractors or orders for materials terminated hereunder. To the extent directed by the City, the Contractor shall assign to the City all rights, title and interests of the Contractor under subcontracts or orders for materials terminated hereunder. The City shall be at liberty to negotiate with and engage any Subcontractors who had contracted with the Contractor for the Work;
9. Furnish the City with the documentation required to be furnished by the Contractor under the provisions of the Contract Documents, including, on projects as to which Federal funds are involved, all documentation required under the Federal requirements included in the Agreement; and
10. Take such other actions as the City may direct.

If only a portion of the Work has been terminated, the Contractor shall perform the remainder of the Work in conformity with the Contract Documents and in such a manner as not to interfere with the City or others in their performance and completion of the portion of the Work which was terminated.

The City may recover from the Contractor the amount of any loss or damage, including consequential damages, suffered or incurred as a result of the Contractor's default.

SECTION 7

ACCEPTANCE AND PAYMENT

7-1.01 **ACCEPTANCE.** When the Contractor believes that the entire Work is fully and finally completed, including the satisfactory completion of inspections, tests, and documentation specified in the Contract Documents and completion of all punch list and clean-up items, the Contractor shall submit to the City a written request for final Acceptance within fifteen (15) Days thereafter, specifying that the Work is fully and finally completed and the date on which it was completed. Within thirty (30) Days after receipt of the request for final Acceptance, the City will inspect the Work and will either:

1. Reject the request for final Acceptance, specifying the defective and/or uncompleted portions of the Work; or
2. Notify the Contractor that the Work will be accepted by Resolution of the City Council of the City of Roseville, and a Notice of Completion will be caused to be recorded by the City Clerk; or
3. Notify the Contractor that the Work has been accepted by the City but no Notice of Completion will be recorded.

If the City rejects the request for final Acceptance, the Contractor shall promptly remedy the defective and/or uncompleted portions of the Work. Thereafter, the Contractor shall again submit a written request for final Acceptance of the Work, specifying a new date based on the date the defective and/or uncompleted portions of the Work were corrected. Thereafter, the foregoing procedure shall apply successively until the City has verified that the Work is fully and finally completed and accepted the Work by Resolution of the City Council or by written

notification from the Director. Immediately upon such Acceptance, the Contractor shall be relieved of the duty of maintaining the Work as a whole.

All warranties commence upon final Acceptance of the Work. The City's final Acceptance of the Work shall not be construed as an acceptance by the City of any latent defects discovered with regard to the Contractor's work. Furthermore, Contractor's obligations under Section 5-1.22 "Responsibility for Damage and Indemnification" shall still remain applicable after the City's grant of final Acceptance of the Work.

Prior to final Acceptance, the Contractor shall submit to the City the Record Documents and Operation and Maintenance Manuals as specified in the Contract Documents.

7-1.02 **SCOPE OF PAYMENT.** The Contractor shall accept the compensation provided in the Contract as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed Work and for performing all Work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the Work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the Work until the Acceptance by the Director and for all risks of every description connected with the prosecution of the Work, also for all expenses incurred in consequence of the suspension or discontinuance of the Work as provided in the Contract; and for completing the Work according to the Contract. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective Work or material.

No compensation will be made in any case for loss of anticipated profits.

7-1.03 **NOTICE OF POTENTIAL CLAIM.** The Contractor shall not be entitled to the payment of 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 the Contractor has given the City due written Notice of Potential Claim as hereinafter specified, provided, however, that compliance with this Section 7-1.03 shall not be a prerequisite as to matters within the scope of the notice provisions in Section 6-1.07, "Time of Completion," or the notice provisions in Section 6-1.08, "Liquidated Damages," of these General Conditions, nor to any claim which is based on differences in measurement or errors of computation as to correct quantities.

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 seven (7) 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 complete information about its claim for additional compensation and/or extension of time for performance within fifteen (15) 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 General Conditions, including but not limited to Section 7-1.04.

It is the intention of this Section 7-1.03 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 it 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.

7-1.04 **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) 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) 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) 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 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 sixty (60) Days after the City 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 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 resolved in accordance with Section 7-1.05 below.

7-1.05 **DISPUTE RESOLUTION PROCEDURE.** All Claims not resolved

pursuant to Section 7-1.04, shall be resolved pursuant to Public Contract Code Section 10240, et seq.

7-1.06 **STOP PAYMENT NOTICES.** The City, by and through the Department or other appropriate office or officers, may at its option and at any time retain out of any amounts due the Contractor, sums sufficient to cover claims, filed pursuant to Civil Code Section 9350, et seq., including an amount to provide for the reasonable cost of any litigation thereunder.

7-1.07 **PROGRESS PAYMENTS.** Within fifteen (15) Days after the effective date in the Notice to Proceed, but in any event prior to Contractor's first Application for Payment, the Contractor shall submit to the City a detailed Schedule of Values.

Upon its approval, the Schedule of Values will form a basis for determining the compensation payable to the Contractor based on its actual progress of Work with respect to each Lump Sum bid item. The City, prior to any progress payment being made, must approve the Schedule of Values.

At the Director's discretion the approved Schedule of Values may be used as the basis for calculating the adjustment in compensation for a lump sum bid item due to changes ordered by the Director. When an ordered change increases or decreases the quantities shown in an approved Schedule of Values, at the Director's discretion, the adjustment in compensation may be determined in the same manner specified for increases and decreases in the quantity of a bid item of work in accordance with Section 3-1.05(B), "Contract Price Adjustment," of these General Conditions.

The Contractor once in each month shall submit an Application for Payment, for approval by the Director. Contractor's Applications shall be based on the Schedule of Values submitted to the City. These applications shall be supported by: (1) documentation requested by the City to

substantiate the payment request; (2) statutory releases from Contractor and all Subcontractors and suppliers pursuant to Civil Code Sections 8132 and 8138; and (3) certified payroll records for the period for which payment is requested. Specifically, the Contractor will submit conditional waivers upon progress payment executed by all contractors and suppliers that will be receiving sums sought in the instant payment request and also submit unconditional waivers upon progress payment executed by all contractors and suppliers that have been paid to the date of the payment request. The Contractor shall certify that the Work for which payment is requested has been accomplished. When requested by the City, the Contractor shall submit receipts, invoices and other documentation that the City requires to be furnished for purpose of evaluating the application.

The City will pay the Contractor within thirty (30) Days after its receipt of an undisputed and properly submitted Application for Payment, after deducting all previous payments, retention, and other sums as described in the Contract Documents. Within seven (7) Days of its receipt of the Contractor's Application for Payment, the City will determine whether it complies with the provisions of the Contract Documents. As appropriate, the City will return the application to the Contractor accompanied by a document prepared by the City setting forth the reasons for the rejection. Thereafter, the Contractor shall correct and resubmit the Application for Payment. Progress payments may be withheld for Work that is not performed in accordance with the Contract Documents.

The City may deduct the following from each progress payment:

1. An amount equal to one hundred and twenty-five percent (125%) of the amount claimed under any stop payment notice or other lien filed against the Contractor, which includes an amount to provide for the reasonable cost of any litigation

thereunder.

2. Any Liquidated Damages or Assessments that have accrued as of the date of the Application for Payment.
3. Any sums expended by the City in performing any of the Contractor's obligations under the Agreement that the Contractor has failed to perform.
4. Any other sums that the City is entitled to recover from the Contractor under the terms of the Contract including damages to the City's property.
5. The failure of the City to deduct any of the above identified sums from a progress payment shall not constitute a waiver of the City's right to such sums.

No such estimate or payment shall be construed to be an acceptance of any defective Work or improper materials.

Under no circumstances will the City make payment to unlicensed Contractors. As a condition of payment, the Contractor is required to maintain the applicable Contractor's license as identified in the Notice to Contractors for the duration of the Work.

7-1.08 **PAYMENT FOR MATERIALS AND EQUIPMENT ON HAND.**

Partial payments may be made to the extent of seventy-five percent (75%) of the cost of materials and equipment plus delivery to be incorporated in the Work, provided that such materials and equipment meet the requirements of the Contract Documents and are delivered to acceptable sites on the plant site or at other sites in the vicinity that are acceptable to the City and only with the prior written approval by the City. Such delivered costs of stored or stockpiled materials and equipment may be included in the next progress payment after the following conditions are met:

A. Equipment and materials will only be eligible if given conditional or final

Acceptance by the Director and are in apparent compliance with favorably reviewed Submittals.

B. Only equipment or materials which have received favorable review of Shop Drawings will qualify.

C. The material or equipment has been stored or stockpiled adequately protected against damage in a manner acceptable to the Director at an approved site.

D. The Contractor has furnished the Director with acceptable evidence of the quantity and the quality of such stored or stockpiled materials or equipment with identification of where they will be incorporated into the project with Specification reference.

E. The Contractor has furnished the Director with satisfactory evidence that the material or equipment and transportation costs have been paid.

F. The Contractor has furnished the City legal title (free of liens or encumbrances of any kind) and lien releases to the material or equipment so stored or stockpiled.

G. The Contractor has furnished the City evidence that the material or equipment so stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the Work.

It is understood and agreed that the transfer of title and the City payment for such stored or stockpiled materials or equipment shall in no way relieve the Contractor of its responsibility for furnishing and placing such materials or equipment in accordance with the requirements of the Contract Documents.

In no case will the amount of progress payments for materials or equipment on hand exceed the Contract Price for such materials or equipment or the Contract Price for the Contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant

materials.

The Contractor shall bear all costs associated with the progress payment of stored or stockpiled materials or equipment in accordance with the provisions of this Section.

7-1.09 **RETENTION ON PROGRESS PAYMENTS.** From each progress payment estimate, five percent (5%) will be deducted and held in retention by the City. The remainder, less any deductions described in Section 7-1.07, "Progress Payments," of these General Conditions, will be paid to the Contractor as progress payments.

Pursuant to Public Contract Code Section 22300, the successful Bidder may submit Securities in lieu of retention payments by the City. Upon the Contractor's request, the City will make payment of funds withheld from progress payments, pursuant to the requirements of California Public Contract Code Section 22300, if the Contractor deposits in escrow with the City or with a bank acceptable to the City, securities eligible for investment under California Government Code Section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the City, upon the following conditions:

1. The Contractor shall bear the expenses of the City and the escrow agent in connection with the escrow deposit made.
2. Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to the Contractor pursuant to this section.
3. Contractor shall enter into an escrow agreement satisfactory to the City, which agreement shall be substantially similar to the form provided in California Public Contract Code section 22300.

4. The Contractor shall obtain the written consent of the surety to such agreement.

7-1.10 **FINAL PAYMENT.** Final payment will be made only after Contractor has achieved Final Completion of the Work pursuant to the provisions of Section 7-1.01, "Acceptance," of these General Conditions. Before final payment can be made, the Contractor shall have furnished the City with the following:

1. All Record Documents, catalogues, instruction sheets and information as required by the Contract Documents.
2. Conditional Waivers and Releases Upon Final Payment executed by Contractor and all Subcontractors and Suppliers, as provided by Civil Code Section 8136. Unconditional Waivers and Releases Upon Final Payment, as provided in Civil Code Section 8138, executed by Contractor and all Subcontractors and Suppliers, must be provided for all Subcontractors and Suppliers that have been paid in full.

Within thirty (30) Days of the date of the City's Acceptance of the Work, the Contractor shall prepare and submit a Final Invoice, showing the proposed total amount due the Contractor, segregated by Bid item quantities, Change Order Work, and other basis for payments; deductions made or to be made for prior payment; and amounts previously retained. Prior invoices and payments shall be subject to correction in the proposed Invoice for Final Payment. Payments to the Contractor will be made only for actual quantities of the Contract items of work constructed in accordance with the Contract Documents.

The City will review the Contractor's proposed Final Invoice and necessary changes or corrections will be forwarded to the Contractor. Within ten (10) Days thereafter, the Contractor

shall submit a revised proposed Final Invoice incorporating changes or corrections made by the City together with any new claims resulting therefrom. Upon approval by the City, the corrected proposed Final Invoice will become the approval Final Invoice.

If agreements are reached on all questions regarding the Final Invoice, the City will pay the entire sum found due on the approved application. However, the City will withhold sums sufficient to pay all unsettled claims for which stop payment notices have been filed pursuant to Section 9350, et seq. of the California Civil Code, together with the reasonable cost of any litigation thereunder.

Final payment will be made within thirty (30) Days after receipt of an approved Final Invoice and other required Submittals referenced above or within sixty (60) Days after Acceptance of the work by the City, whichever is later, provided, however, that if an approved Final Invoice has not been submitted within sixty (60) Days after Acceptance of the Work by the City, the City may elect to make payment of sums not in dispute without prejudice to the right of either the City or the Contractor in connection with such disputed sums. Notwithstanding the foregoing, if a Notice of Completion is recorded, final payment shall not be made prior to the expiration of the thirty-five (35) calendar day lien period. The start of this lien period is the date the Placer County Recorder's Office records the Notice of Completion.

The City may withhold from the Final Payment an amount not to exceed one hundred fifty percent (150%) of any amount in dispute between the City and the Contractor.

The making of Final Payment shall not operate to release the Contractor or its sureties from obligations arising under the Contract, the Contract bonds and warranties as herein provided. Specifically, the making of final payment shall not constitute a waiver and release of claims by the City arising from:

1. Unsettled or future liens;
2. Failure of the Work to comply with the requirements of the Contract Documents;
3. The terms of any warranties required by or contained in the Contract Documents;
4. The right to any insurance proceeds or the right to make any insurance or bond claims;
5. Any claims with respect to Contractor's obligations of indemnity with respect to claims asserted by third parties; or
6. Any latent deficiencies with the Work or Contractor's fraud.

7-1.11 **CLERICAL ERRORS.** Notwithstanding the provisions of Section 7-1.10, "Final Payment," of these General Conditions, for a period of three (3) years after Acceptance of the Work, all estimates and payments made pursuant to said Section 7-1.10, are subject to correction for clerical errors in the calculations involved in the determination of quantities and payments. The Contractor and the City agree to pay to the other any sum due under the provisions of this Section 7-1.11, provided, however, if the total sum to be paid is less than $100, no such payment shall be made.

7-1.12 **WARRANTY.** Notwithstanding inspections and Acceptance by the City of Work furnished under the Contract Documents, the Contractor hereby unconditionally guarantees that all materials and equipment furnished will be of good quality and new, that the Work will be free from defects in workmanship and materials and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

This warranty by the Contractor is in addition to any warranties or guarantees required elsewhere in the Contract Documents. This warranty shall be in effect notwithstanding any disclaimers, or limiting or conditional terms contained in such separate warranties furnished by manufacturers or suppliers.

The Contractor hereby agrees to repair or replace any and all Work, together with any other adjacent Work which may be displaced in so doing, that may prove to be not in accordance with the requirements of the Contract or that may be defective in its workmanship or material during the greater of a period of one (1) year after Acceptance of the Work by the City or the period specified in the Special Conditions, without any expense whatsoever to the City, ordinary wear and tear and unusual abuse or neglect excepted.

The Contractor further agrees, that within ten (10) Days after being notified in writing by the Department of any Work not in accordance with the requirements of the Contract Documents or of any defects in the Work, the Contractor will commence and prosecute with due diligence all Work necessary to fulfill the terms of this warranty, and to complete such Work within a reasonable period of time. In the event Contractor fails to comply, it does hereby authorize the Department to proceed to have such Work done at the Contractor's expense and the Contractor will honor and pay the cost and charges therefore upon demand. The Department shall be entitled to all costs and expenses, including reasonable attorneys' fees, necessarily incurred upon the Contractor's refusal to honor and pay the above costs and charges.

All warranties set forth in the Contract Documents shall be deemed cumulative and not alternative or exclusive. Nothing contained in this section shall be construed to establish a period of limitation with respect to any other obligation, which Contractor has under the Contract Documents or under any separate warranty or guaranty required thereby. The establishment of a

specific warranty period relates only to the specific obligation of Contractor to correct defective Work, and it has no relationship to the time within which its obligation to comply with the Contract Documents or applicable provision of law may be sought to be enforced, nor to the time within which proceedings may be commenced to establish Contractor's liability with respect to its obligations other than specifically to correct the Work. Without limiting the foregoing, it is understood and agreed that Contractor shall remain responsible for latent defects with its work, regardless of the expiration of any warranty period set forth in the Contract Documents.

7-1.13 **WARRANTY OF TITLE.** No material, supplies, or equipment for the Work under this Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants good title to all material, supplies, and equipment Installed or incorporated in the Work and agrees upon completion of all Work to deliver the Premises, together with all improvements and appurtenances constructed or placed thereon by it, to the City free from any claim, liens, security interest, or charges, and further agrees that neither the Contractor nor any person, firm, or corporation furnishing any materials or labor for any Work covered by this Contract shall have any right to a lien upon the Premises or any improvement or appurtenances thereon. Provided, that this shall not preclude the Contractor from Installing metering devices and other equipment of utility companies, the title of which is commonly retained by the utility company. In the event of the Installation of any such metering device or equipment, the Contractor shall advise the City as to the legal owner thereof. Nothing contained in this paragraph, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the City.

The provisions of this paragraph shall be inserted in all subcontracts and material Contracts, and notice of its provisions shall be given to all persons furnishing materials for the Work when no formal Contract is entered into for such materials.

[END OF GENERAL CONDITIONS]

SUPPLEMENTAL CONDITIONS

Project: Zero Emissions Bus Depot

Scope of Supplemental Conditions

1. The Work shall be performed in accordance with the General Conditions and Department Standards, except as the General Conditions may be modified by the following additional City Standards, incorporated herein by this reference, if so indicated.

	COMMUNITY DESIGN GUIDELINES 311 Vernon Street, Roseville, CA 95678
	SPECIFICATIONS FOR COMMERCIAL CONSTRUCTION (ELECTRIC) 2090 Hilltop Circle, Roseville, CA 95747
	PARKS CONSTRUCTION STANDARDS 316 Vernon Street, Suite 400, Roseville, CA 95678
	DESIGN AND CONSTRUCTION STANDARDS 311 Vernon Street, Roseville, CA 95678
	OTHER

Above documents are available at: www.roseville.ca.us.

2. Numbering in these Supplemental Conditions conforms to that in the General Conditions. The existence of a section in these Supplemental Conditions means that the corresponding section in the General Conditions is modified in some respect. Unless otherwise specified, the modified General Condition is deleted entirely and the provisions of these Supplemental Conditions are substituted.

SECTION 1. DEFINITIONS AND TERMS

1-1.24 **DEPARTMENT.** Section 1-1.24 of the General Conditions is amended to include the following:

The Department for Contract Administration is the Public Works Department of the City of Roseville.

SECTION 2. CONTROL AND SCOPE OF THE WORK

2-1.08 **SUBMITTALS.** Section 2-1.08 of the General Conditions is amended to include the following:

The time allowed for review of each submittal is _7__ Days after receipt of the submittal by the Engineer.

SECTION 3. CHANGES IN THE WORK

There are no amendments to the General Conditions.

SECTION 4. CONTROL OF MATERIALS

There are no amendments to the General Conditions.

SECTION 5. LEGAL RELATIONS AND RESPONSIBILITY

5-1.14 **AIR POLLUTION CONTROL AND ASBESTOS.** Section 5-1.14 of the General Conditions is amended to include the following:

To the best of the City's knowledge, asbestos is not present in the vicinity of the Project. Additional information shall be made available to Contractor upon request.

SECTION 6. PROSECUTION AND PROGRESS

6-1.04 **PROGRESS SCHEDULE.** Section 6-1.04F of the General Conditions is amended to include the following:

Progress schedules showing project completion dates more than __10___ Days earlier than specified in Section 6-1.07 shall be rejected.

6-1.07 **TIME OF COMPLETION.** Section 6-1.07 of the General Conditions is amended to include the following:

The Contractor shall begin Work within 15 business days after receiving a Notice to Proceed and shall diligently prosecute the Work to completion. The Work shall be completed within _100_ business days of the Notice to Proceed.

If landscaping plants require an establishment period, that period will be 30 calendar days. Start of the establishment should be as outlined in the Specifications.

6-1.08 **LIQUIDATED DAMAGES.** Section 6-1.08 of the General Conditions is amended to include the following:

The amount of Liquidated Damages is the sum of $__5,000_ per Day.

SECTION 7: ACCEPTANCE AND PAYMENT

There are no amendments to the General Conditions.

[END OF SUPPLEMENTAL CONDITIONS]

SPECIFICATIONS

Project: ZERO EMISSIONS BUS DEPOT

SPEC

CITY PROJECT # 400022

The special provisions contained herein have been prepared by or under the direction of the following Registered Persons.

ROADWAY

Brian Wright, Registered Civil Engineer

STRUCTURES

Douglas Fredericks, Registered Civil Engineer

ELECTRICAL

Jesse Bastian, Registered Electrical Engineer

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SPECIAL PROVISIONS
FOR
ZERO EMISSION BUS DEPOT PROJECT

CITY OF ROSEVILLE PROJECT NUMBER 400-164

SCOPE OF SPECIAL PROVISIONS

1. The work described in these Special Provisions must be done in conformance with the latest edition of the City of Roseville Standard Construction Specifications, City of Roseville Design and Construction Standards, and 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	Stormwater Pollution Prevention Plan, dated May 18, 2021
Available for inspection at: City of Roseville	Geotechnical Design Report, Crawford & Associates (April 2021)

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 must 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 project consists of constructing the Zero Emission Bus Depot Project. The work includes, but is not limited to: traffic control and construction staging, erosion control, water pollution control, site management, clearing and grubbing, tree removal, earthwork, cold planing, pavement construction, curb, gutter and sidewalk, planting and irrigation, electrical infrastructure work for bus and fleet charging, lighting, drainage, and signing and striping.

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 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 must 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 must be deemed to have been accepted by the Contractor as correct. The notice of potential claim must 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 must 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, must be submitted to the Engineer in an expeditious manner.

Add to section 4-1.13 with:

The Contractor must 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.

^^

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 must 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, must 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 must 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 must 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 must 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 is 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 take precedence over all sections referenced therein. Figure dimensions on Drawings take precedence over scale dimensions. Detailed Drawings take precedence over general Drawings.

Replace section 5-1.05 with:

5-1.05 ORDER OF WORK

As a first order of work the Contractor must contact Underground Service Alert (U.S.A.) and to pothole utilities adjacent to the proposed improvements.

To avoid and minimize impacts on nesting special-status and non special-status migratory birds and raptors, the City will implement one or more of the following surveys and restrictions.

- If construction activities are scheduled to occur during the breeding season for special-status and non-special-status migratory birds and raptors (generally between March 1 and August 15), a qualified wildlife biologist (with knowledge of the species to be surveyed) must be retained to conduct the following focused nesting surveys prior to the start of construction and within the appropriate habitat.
- The nesting surveys should be conducted within 1 week prior to initiation of construction activities that will occur in suitable habitat between March 1 and August 15. If no active nests are detected during these surveys, then no additional mitigation is required.
- If surveys indicate that special-status or non-special-status migratory bird or raptor nests are found in the survey area identified above for each species, a no-disturbance buffer must be established around the site to avoid disturbance or destruction of the nest site until after the breeding season or after a qualified wildlife biologist determines the young have fledged (usually late June to mid-July). The extent of these buffers must be determined by the biologist (coordinating with DFG) and will depend on the level of noise or construction disturbance, line-of-sight between the nest and the disturbance, ambient levels of noise and other disturbances, and other topographical or artificial barriers. These factors will be analyzed in order to make an appropriate decision on buffer distances. Suitable buffer distances may vary between species.

The Contractor must 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 of each location. The traffic control plan must include pedestrian plans.

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

For each stage of construction, the Contractor is responsible for providing temporary drainage to ensure that there are no impacts to adjacent properties, the public or the traveled way, including preventing ponding and standing water within the project limits, and that all existing drainage pattern are maintained. It is the Contractor’s responsibility to ensure temporary drainage is implemented and maintained throughout the duration of the project. Full compensation for providing temporary drainage, any temporary grading, temporary erosion control, temporary

piping, temporary inlets, temporary connections and other appurtenances, is considered as included in the contract prices paid for the various items of work and no additional compensation will be allowed therefor.

Full compensation for complying with the requirements of this section is considered as included in the contract prices paid for the various items of work, and no additional compensation will be allowed therefor.

Attention is directed to "Water Pollution Control" of the State Standard Specifications and requirements specified in the Stormwater Pollution Prevention Plan prior to performing work having potential to cause water pollution.

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 must place the order within 5 working days after the Project Award. 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 must 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 must include an anticipated date of delivery of said equipment to the Contractor. Said statement must be furnished to the Engineer within 15 calendar days of the Project Award. Charging equipment must be completed by the end of the Contract. The Contractor must pay liquidated damages per the Special Provisions of this document if the installation of charging cannot be completed within the above time frame.

The Contractor must coordinate with the Parks Construction Inspector prior to disturbing the existing landscape and irrigation. The Contractor must field verify the locations of existing irrigation systems prior to construction activities. All new components and landscaping must be per the latest version of the Parks Standards. All adjacent systems must maintain automatic programmed watering schedules throughout the construction. The Contractor is responsible for repairing or replacing and adjusting any portions of the existing irrigation systems impacted during construction of the improvements of this Contract.

Time is of the essence on this contract, and the order of all other work must 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 must 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:

Contractor must coordinate with Roseville Electric and City of Roseville Environmental Utilities Department who will be performing work on this project.

Add to section 5-1.20B with:

In addition to the requirements of Section 5-1.20B of the State Standard Specifications, the Contractor must obtain a business license from the City of Roseville prior to performing work.

The Contractor must comply with all permit conditions and requirements. If, for any reason, the permit time limits need to be extended, it is 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 must be made for compliance with permit requirements, extensions or preparation and approval of Contractor's work plan and dewatering plan. The Contractor must include the costs associated with these items in the various bid items to which the Work relates.

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 must be used only for purposes that are necessary to perform the required work. The Contractor must 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 must not park any vehicles along residential streets within the project limits.

City owned property, easements and right of way must be used only for purposes that are necessary to perform the required work. The Contractor must not occupy the property, easements, or right of way, or allow others to occupy these, for purposes which are not necessary to perform the required work.

The Contractor must remove equipment, materials, and rubbish from the work areas and other City-owned property which the Contractor occupies. The Contractor must 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 must 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 the end of section 5-1.32:

Personal vehicles of your employees must not be parked on the traveled way or shoulders, including sections closed to traffic.

Add between the 2nd and 3rd paragraphs of section 5-1.36C(3):

Relocation of utilities shown in the following table requires coordination with your activities. Make the necessary arrangements with the utility company through the Engineer and submit a schedule:

1. Verified by a representative of the utility company
2. Allowing at least the time shown for the utility owner to complete its work

Utility Relocation and Contractor-Arranged Time for the Relocation

Utility	Utility address	Location	Working days
Gas	On-site	West side of work area	To be determined
Gas	On-site	South east side of work area	To be determined

Add to section 5-1.36D with:

The City of Roseville is a member of the Underground Service Alert (USA). The Contractor must 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 utility facilities within the work area including telephone, electrical, cable television, gas, water and sanitary sewer and storm drainage collection facilities.

Where possible conflicts may exist, the Contractor must 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 is responsible to coordinate all his/her activities with all utility companies for the installation of the utilities that are shown to be done by the respective utility owners. The Contractor must 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.

The Contractor must coordinate with City of Roseville Environmental Utilities Department regarding the work associated with the service connections and metering for the irrigation, fire and potable water.

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 must 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, is considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

5-1.26 CONSTRUCTION STAKING

The requirements specified in Section 5-1.26 of the State Standard Specifications are replaced as follows:

The Contractor is responsible to hire a licensed land surveyor to provide all surveys to control the lines, elevations and dimensions of the work in conformance with the plans. Any deviation from

the lines, elevations and dimensions shown on the plans must receive prior approval from the Engineer. Where new construction connects to existing facilities, the Contractor must check and establish the exact location prior to construction of the facility.

All stakes or marks must be provided by the Contractor as necessary to establish the lines and grades required for the completion of the work specified in the State Standard Specifications, on the plans, and in these special provisions.

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

^^

6 CONTROL OF MATERIALS

Add to section 6-1.03 of the RSS:

6-1.03B Submittals

6-1.03B(1) General

Not Used

6-1.03B(2) Work Plan

For local material, such as rock, gravel, earth, structure backfill, pervious backfill, imported borrow, and culvert bedding, obtained from a (1) noncommercial source, or (2) source not regulated under California jurisdiction, submit a local material plan for each material at least 60 days before placing the material. The local material plan must include:

1. Certification signed by you and an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State stating:

   > I am aware local material from a noncommercial source or a source not regulated under CA jurisdiction must be sampled and analyzed for pH and lead and may require sampling and analysis under section 6-1.03B(3) for other constituents of concern based on the land use history. I am aware that local material sources must not contain ADL at concentrations greater than 80 mg/kg total lead or equal to or greater than 5 mg/L soluble lead as determined by the Waste Extraction Test (WET) Procedures, 22 CA Code of Regs § 66261.24(a)(2) App II. I am aware that a maximum quantity of material may be excavated at the site based on the minimum number of samples taken before excavating at the site under section 6-1.03B(3).

2. Land use history of the local material location and surrounding property
3. Sampling protocol
4. Number of samples per volume of local material
5. QA and QC requirements and procedures
6. Qualifications of sampling personnel
7. Stockpile history
8. Name and address of the analytical laboratory that will perform the chemical analyses
9. Analyses that will be performed for lead and pH
10. Other analyses that will be performed for possible hazardous constituents based on:
    - 10.1. Source property history
    - 10.2. Land use adjacent to source property
    - 10.3. Constituents of concern in the ground water basin where the job site is located

The plan must be sealed and signed by an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State.

If the plan requires revisions, the Engineer provides comments. Submit a revised plan within 7 days of receiving comments. Allow 7 days for the review.

6-1.03B(3) Analytical Test Results

At least 15 days before placing local material, submit analytical test results for each local material obtained from a noncommercial source or a source not regulated under CA jurisdiction. The analytical test results must include:

1. Certification signed by an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State stating:

   > The analytical testing described in the local material plan has been performed. I performed a statistical analysis of the test results using the US EPA's ProUCL software with the applicable 95 percent upper confidence limit. I certify that the material from the local material source is suitable for unrestricted use at the job site, it has a pH above 5.0, does not contain soluble lead in concentrations equal to or greater than 5mg/l as determined by the Waste Extraction Test (WET) Procedures, 22 CA Code of Regs § 66261.24(a)(2) App II, does not contain lead in concentrations above 80 mg/kg total lead, is free from all other contaminants identified in the local material plan, and will comply with the job site's basin plan and water quality objectives of the RWQCB.

2. Chain of custody of samples
3. Analytical results no older than 1 year
4. Statistical analysis of the data using US EPA's ProUCL software with a 95 percent upper confidence limit
5. Comparison of sample results to hazardous waste concentration thresholds and the RWQCB's basin plan requirements and water quality objectives for the job site location

6-1.03B(4) Sample and Analysis

Sample and analyze local material from a (1) noncommercial source or (2) source not regulated under CA jurisdiction:

1. Before bringing the local material to the job site
2. As described in the local material plan
3. Under US EPA Test Methods for Evaluating Solid Waste, Physical/Chemical Methods (SW-846)

The sample collection must be designed to generate a data set representative of the entire volume of proposed local material.

Before excavating at the (1) noncommercial material source or (2) a source not regulated under CA jurisdiction, collect the minimum number of samples and perform the minimum number of analytical tests for the corresponding maximum volume of local material as shown in the following table:

Minimum Number of Samples and Analytical Tests for Local Material

Maximum volume of imported borrow (cu yd)	Minimum number of samples and analytical tests
< 5,000	8
5,000–10,000	12 for the first 5,000 cu yd plus 1 for each additional 1,000 cu yd or portion thereof
10,000–20,000	17 for the first 10,000 cu yd plus 1 for each additional 2,500 cu yd or portion thereof
20,000-40,000	21 for the first 20,000 cu yd plus 1 for each additional 5,000 cu yd or portion thereof
40,000–80,000	25 for the first 40,000 cu yd plus 1 for each additional 10,000 cu yd or portion thereof
> 80,000	29 for the first 80,000 cu yd plus 1 for each additional 20,000 cu yd or portion thereof

Do not collect composite samples or mix individual samples to form a composite sample.

Analyze the samples using the US EPA's ProUCL software with a 95 percent upper confidence limit. All chemical analysis must be performed by a laboratory certified by the SWRCB's Environmental Laboratory Accreditation Program (ELAP).

The analytical test results must demonstrate that the local material:

1. Is not a hazardous waste
2. Has a pH above 5.0
3. Has an average total lead concentration, based upon the 95 percent upper confidence limit, at or below 80 mg/kg
4. Is free of possible contaminants identified in the local material plan
5. Complies with the RWQCB's basin plan for the job site location
6 Complies with the RWQCB's water quality objectives for the job site location

6-1.03C Local Material Management

Do not place local material until authorized.

If the Engineer determines the appearance, odor, or texture of any delivered local material suggests possible contamination, sample and analyze the material. The sampling and analysis is change order work unless (1) hazardous waste is discovered or (2) the analytical test results indicate the material does not comply with section 6-1.03B(3).

Dispose of noncompliant local material at an appropriately permitted CA Class I, CA Class II or CA Class III facility. You are the generator of noncompliant local material.

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.

^^

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

7-1.03 PUBLIC CONVENIENCE

Attention is directed to Section 7-1.03, Public Convenience," of the State Standard Specifications.

At the Pre-Construction meeting, the Contractor must submit a Traffic Control Plan to the Engineer for review and acceptance. 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 must be kept at the job site at all times.

The Contractor must coordinate with and notify the Police, Fire, Public Information, Environmental Utility Department, and School and Public Transportation for the City of Roseville, ambulance services, and post office with-in 72 hrs of any roadway or lane closures.

Personal vehicles of the Contractor's employees must not be parked within the secured area of the City's Corporation Yard.

Full compensation for complying with the requirements of this section is considered as included in the contract prices paid for the various items of work, and no additional compensation will be allowed therefor.

^^

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.

Add to Section 8-1.03:

Attention is directed to the provisions in Section 8-1.03, "Time", and Section 8-1.10, "Liquidated Damages", of the State Standard Specifications and these Special Provisions. In addition to Section 8 of the State Standard Specifications, the following apply:

The Contractor must begin work within 15 calendar days after receiving the Notice to Proceed from the City of Roseville.

All work must be completed within **100 working days** from the date of the Notice to Proceed.

All punch list items must be completed within the specified contract working days. The project will not be accepted until all punch list items are completed.

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 8-1.06 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 **$5,000.00 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.

The Contractor must prepare a Progress Schedule that proposes to construct the improvements in the most efficient manner to cause the least disruption to driveway access and vehicle traffic. The Progress Schedule will be reviewed by the Engineer to determine if the Contractor is proposing the most efficient manner for the improvements. The Progress Schedule will be revised until it meets the satisfaction of the Engineer related to causing the least disruption to driveway access and vehicle traffic.

Full compensation for complying with the requirements of this section is considered as included in the contract prices paid for the various items of work, and no additional compensation will be allowed therefor.

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 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. Contractor must provide an itemized breakdown of cost for lump sum bid items #56 and #57 in order for progress payments to be calculated and paid.

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

10-5 DUST CONTROL

Dust control measures must be implemented in accordance with the City of Roseville Grading Ordnance and the Air Pollution Control District (APCD) Fugitive Dust Rule 228.

Full compensation for complying with the requirements of this section is considered as included in the contract prices paid for the various items of work, and no additional compensation will be allowed therefor.

^^

12 TEMPORARY TRAFFIC CONTROL

12-4 MAINTAINING TRAFFIC

Attention is directed to Section 12-4 of State Standard Specifications and these special provisions.

The Contractor is responsible for informing the City and users and operators within the City's Corp Yard of the traffic conditions existing within the construction area at all times by placement of appropriate warning and advisory signs. The Contractor must 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 must apply continuously 24 hours/day and must not be limited to normal working hours.

The Contractor must plan operations, work and traffic control in such a manner that allows the Corp Yard and its users to remain fully functional.

Full compensation for complying with the requirements of this section is considered as included in the contract prices paid for the various items of work, and no additional compensation will be allowed therefor.

^^

13 WATER POLLUTION CONTROL

13-3 STORMWATER POLLUTION PREVENTION PLAN

Attention is directed to Section 13-3 of State Standard Specifications and these special provisions.

The project will and the Contractor must comply with the NPDES General Construction Activity Storm Water Permit administered by the State and Regional Water Quality Control Board. The City of Roseville has developed a site specific SWPPP for this project. The project's SWPPP WDID number is _____.

The Contractor must implement and maintain the SWPPP, for the entire construction period, the project site-specific Storm Water Pollution Prevention Plan (SWPPP) as submitted to the

"SMARTS" website which addresses measures to minimize and control construction and post-construction storm water runoff.

The contract lump sum price paid for Water Quality Compliance includes full compensation for furnishing all labor, materials, placement and maintenance, tools, equipment, and incidentals, necessary to implement, monitor, and maintain Temporary Water Pollution Control and for doing all the work involved in installing, constructing, maintaining, removing, and disposing of water pollution control practices.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in implementing the SWPPP, including providing a WPC manager, requesting amendments to the SWPPP, water sampling and analysis, implementing a rain event action plans, preparing and submitting an stormwater annual report, conducting water pollution control training and monitoring, inspecting and correcting water pollution control practices at the job site, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer is considered as included in the lump sum price paid for Water Quality Compliance, and no additional compensation will be allowed therefor..

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

^^

14 ENVIRONMENTAL STEWARDSHIP

Replace the 2nd paragraph of section 14-6.03B with:

The Department anticipates nesting or attempted nesting by migratory and nongame birds from February 1 to September 30.

^^

15 EXISTING FACILITIES

Existing wheel stops must be relocated by Contractor at the locations shown on the Plans.

The contract price paid per each for Relocate Wheel Stop includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removing existing wheel stops, storing and placing wheel stops in new location including pins, as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

All excavation, backfill and restoring of existing surface is considered as included in bid price paid for the item being removed and no additional payment is made therefor.

^^

DIVISION III EARTHWORK AND LANDSCAPE

17 GENERAL

17-2 CLEARING AND GRUBBING

Attention is directed to Section 17-2 of State Standard Specifications and these special provisions. Clearing and grubbing includes coordination for the removal of the weather station. Materials salvaged must be coordinated with the Engineer to place salvaged materials at an appropriate location within the Corp Yard.

^^

19 EARTHWORK

19-2 ROADWAY EXCAVATION

Attention is directed to Section 19-2 of State Standard Specifications and these special provisions.

Roadway excavation includes excavation of asphalt concrete pavement.

Replace the 2nd, 3rd, and 4th paragraphs of section 19-2.03B with:

Dispose of surplus material. Ensure enough material is available to complete any improvements requiring fill before disposing of it.

Biofiltration Areas

Biofiltration areas are to be constructed at the locations shown on the plans and will be measured by square foot from plan view.

The contract price paid per square foot for Biofiltration Area includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the biofiltration area including excavation, permeable materials, filter media, cobble rock mulch, grouted cobble rock, impermeable liner, as shown on the plans as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

The contract price paid per linear foot for 6" Perforated PVC Pipe – Basin, includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the 6” perforated pipe within the infiltration basin areas, including excavation, as shown on the plans as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

The contract price paid per linear foot for Perforated Pipe Cleanout - Basin, includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the perforated pipe cleanout within the infiltration basin areas, including excavation, as shown on the plans as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

^^

20 LANDSCAPE

Add to Section 20-1 GENERAL

20-1.01A Summary

Perform landscaping work at the locations shown on the plans. See plans for reference to City standards
https://p1cdn4static.civiclive.com/UserFiles/Servers/Server_7964838/File/Government/Departments/Parks%20&%20Recreation/Parks%20&%20Places/Park%20Development/Design%20Standards/2021/!04_TEchnical%20Specifications.pdf

The requirements set forth in the General Conditions shall be in addition to the standards provided herein. The requirements set forth in the Supplemental Conditions shall be in addition to the standards provided herein.

Add to Section 20-2 IRRIGATION

20-2.01A General

20-2.01A(1) Summary

Furnish all labor, materials and equipment for the complete installation of an automated irrigation system, including all necessary appurtenances for proper operation, noted or implied, as shown on the Plans and as specified herein.

Water usage, meter costs, connection fees, testing and other associated utility costs are considered direct costs and is the responsibility of the Contractor until the project is accepted.

Installation of the water meter shall be by the City.

Explanation of Drawings

A. The drawings are diagrammatic and do not reflect all offsets, fittings and other miscellaneous items required for a complete and operable irrigation system. It shall be the Contractor’s responsibility to investigate all existing site conditions, become thoroughly familiar with the site, and provide all labor, materials and equipment required for the installation of the irrigation system.

B. Avoid conflicts between other trades and the installation of the irrigation system. Minor adjustments to avoid such conflicts shall be made in the field. Major discrepancies between

actual field conditions and the Plans shall be brought to the attention of the Project Manager. The lack of notification shall indicate that the Contractor assumes full responsibility for any revision deemed necessary to ensure proper installation.

Product Delivery, Handling and Storage

A. All materials shall be delivered bearing manufacturer's label with size, type and model number (if applicable) clearly marked.

B. All pipe shall be delivered in a vehicle which allows the material to lie flat without concentrated weight or stress at any point.

C. Unload all materials with care so as to avoid damage. Store materials in a covered area and do not expose PVC pipe to extreme sun or heat. Store pipe lying flat.

D. Do not install any material that has been damaged. Replace all material found to be damaged.

Record Drawings

A. The Contractor shall keep an accurate record of the as-built conditions of the irrigation system. These records shall be updated daily and kept at the construction site. At any time, the Inspector may examine the conditions of the "as-builts" to ensure compliance of the above.

B. Dimensions shall be recorded from two (2) permanent points of reference.

C. The City may at its discretion withhold progress payments to the Contractor if the as-built records are not updated to the satisfaction of the City.

Add to section 20-2.01A(3) Submittals

Submittals for specified items are not required for Parks or Streetscape projects, unless specifically listed below. However, submittals are required for any proposed substitutions or deviations from the parks Plans or Specifications. For Streetscapes, no substitutions will be accepted. The Contractor shall submit a materials summary sheet indicating which items will be installed as specified and which items are proposed for substitutions. The Contractor shall submit proof of order within ten (10) working days of the Notice to Proceed, indicating all specified materials have been ordered, noting "as specified" or "substitution proposed".

Add to section 20-2.01A(4) Quality Assurance

All work shall comply with local and state laws, codes, regulations and requirements which govern any portion or all of the work contained in this Section. These include, but are not limited to, the latest editions of:

1. City of Roseville Park Construction Standards,
2. City of Roseville Design and Construction Standards,
3. City of Roseville Electric Department Standard Specifications,
4. Local, state and federal electrical codes, manuals and guidelines, and
5. Local, state and federal plumbing codes, manuals and guidelines.

Add to section 20-2.01B Materials

General

A. All materials specified shall be new, bearing the brand name, type, serial numbers and model number as shown on the Plans and as specified herein, unless otherwise accepted in writing.

Backfill Material

A. Backfill shall be clean, screened, on-site material, free from organic material, large clods of earth and/or rock larger than one (1) inch in diameter, trash, debris, rubbish, tree trunks, broken concrete or asphalt and other unacceptable material.

B. Material larger than one (1) inch shall be removed from site and legally disposed. All removal shall be the responsibility of the Contractor.

Meter

No new meter is required for the new irrigation configuration as there is already an existing meter on site that services the existing irrigation system. The new irrigation as shown on plans is connecting to the existing system and therefore will utilize the existing irrigation meter.

Backflow Prevention Device

No new Backflow device is required for the new irrigation configuration as there is already an existing backflow device on site that services the existing irrigation system. The new irrigation as shown on plans is connecting to the existing system and therefore will utilize the existing backflow device.

Filter (Recycled Water Only)

No new filtration device is required for the new irrigation configuration as this system is a culinary connection and there is no culinary irrigation requirement for filtration.

Flow Sensor and Master Valve

No new flow sensor or master valve devices are required for the new irrigation configuration as there are existing devices on site that service the existing irrigation system. The new irrigation as shown on plans is connecting to the existing system and therefore will utilize the existing devices.

Booster Pump

No new booster pump device is required for the new irrigation configuration.

Pipe

A. PVC Pressurized Mainline

1. For lines three inch (3”) or larger: polyvinyl chloride (PVC) 1120-1220, SDR 21, Class 200 rubber gasketed pipe, and NSF accepted per Standard No. 14, Type I, Grade I. Conform to:

Material	ASTM
Pipe	D1784, D2241
Rubber Gasket	F477

2. For lines two and one half inches (2-1/2”) or smaller: Schedule 40 polyvinyl chloride (PVC) 1120-1220, and NSF accepted per Standard No. 14, Type I, Grade I. Conform to:

Material	ASTM

Pipe	D1784, D1785

B. PVC Non-Pressurized Lateral Lines

1. Schedule 40 polyvinyl chloride (PVC) 1120-1220, SDR 21.0, NSF accepted per Standard No. 14, Type 1, Grade II.

Fittings and Nipples

A. Fittings for Mainline Pipe:

1. For all control valves on mainlines three inches (3") and larger, use painted, ductile iron saddle taps with double stainless steel straps and nuts Model #202 by Romac Industries, Inc. or accepted equal.

2. For all other connections on mainlines three inches (3") and larger mainline pipe, use glued schedule 80 fittings.

3. For all connections on mainlines two and one half inches (2-1/2") or smaller, use glued schedule 40 fittings.

B. Fittings for Solvent Weld Pipe:

1. Schedule 40 for 2 ½" pipes or smaller and Schedule 80 for 3" pipe and larger polyvinyl chloride (PVC), standard weight, conforming to ASTM D2466-73. Use Schedule 80 for all recycled water systems.

2. Weld-on #P-70 primer and Weld-on #711 gray glue or accepted equal.

3. Teflon tape for all threaded PVC fittings.

C. Plastic Nipples shall be Schedule 80, Type 1, Grade 1, polyvinyl chloride (PVC), threaded at both ends, and conforming to ASTM D1784 -85. Nipples shall be uniformly gray.

D. Fittings for Recycled Pipe:

1. Fittings shall meet the standards outlined in Sections 2.09, A, B and C above, unless otherwise noted in the City of Roseville Design and Construction Standards for recycled water, latest edition.

Swing Joints

A. Swings joints shall be as shown in the City Parks Construction Standard detail. Schedule 40 threaded PVC triple swing joints or an accepted equal.

Electric Remote-Control Valve

A. Sizes as shown on the Plans. All valves shall be Hunter ICZ series or accepted equal and shall contain the following:

1. a globe-type electric remote control, normally closed diaphragm type with slow opening and closing action,

2. encapsulated solenoid type actuation,

3. a minimum rating of twenty-four (24) volts,

4. sixty (60) cycle,

5. two to five (2-5) watts,

6. a manual flow adjustment with shut-off provisions,

7. provisions for an external “bleed” of the diaphragm chamber for manual operation.

8. a ball valve on the inlet.

9. Schedule 80 PVC threaded fittings from saddle tap to POC to valve.

B. Valve boxes shall be rectangular, rigid plastic valve boxes with lockable lids and extensions by Carson Industries, LLC or accepted equal. Valve box shall be sized appropriately to house entire valve assembly with space to accommodate maintenance access.

1. Boxes shall be colored green in potable applications, and purple for recycled water applications.

2. Valve boxes used on recycled water systems shall be permanently colored purple through the manufacturer. Boxes painted purple will be rejected.

3. Label lids using heat branded identification, T:Turf, S:Shrubs, B:Bubblers

C. Controller station identification number shall be standard yellow tags with permanent numbers by Christy or accepted equal.

Root Watering System

No root watering system components are required for the new irrigation configuration.

Irrigation Heads

No overhead spray irrigation heads are required for the new irrigation configuration.

Drip Irrigation

All drip irrigation is designed to be a "Point-Source" system utilizing the following components. This system is connected to supply laterals underground as shown in the irrigation details supplied on the irrigation details construction document.

Hunter Products: 1” ICZ

- The kit shall be offered in durable low, medium and high-flow versions.

Hunter Products: ICZ-101

- The kit shall offer factory-installed Filter Sentry.
- The kit shall be available in 25 PSI or 40 PSI (1.7 or 2.8 bar; 170 or 280 kPa) regulator versions.
- The kit shall have a flow of 2 to 20 GPM (120 to 1,200 GPH)
- The kit shall have an operating pressure of 20 to 120 PSI (1.4 to 8.0 bar; 140 to 800 kPa).
- The kit shall have an operating temperature of up to 120 F (66 C).
- The kit shall feature a 150 mesh (100 microns) stainless steel screen.

Distribution Tubing

- The product shall offer stability and flexibility when using point-source emitters or micro sprays.

- The product shall be constructed of high-quality vinyl or polyethylene for connection to acetal ¼” fittings.
- Product dimensions are .250” x .170”
- The product shall be offered in vinyl for cooler climate installations.
- The product shall be offered in polyethylene for warmer climate installations.

POINT-SOURCE Emitters

- The product shall offer accurate irrigation in a wide range of flow rates.
- The product shall feature pressure-compensating for consistent and reliable flow.
- The product shall be color-coded by flow for easy identification.
- The product shall be offered in earth-tone colors that blend in with the surrounding environment.
- The product shall be offered in three inlet variations: ¼” barb, 10-32 thread, ½” FPT.
- The product shall have coined edges for easy grip.
- The product shall have a self-piercing barb.
- The product shall have an optional diffuser cap.
- The product shall have a self-flushing diaphragm.

HEB Emitters

- Provide low-volume point-source emission devices, to efficiently deliver irrigation water in close proximity to the plant. The emitters shall have three options for installation to supply: Self-piercing barb, 10/32 thread and ½" thread. External surfaces shall be constructed from UV-resistant acetyl materials and be self-flushing to minimize clogging.
- Emitters shall all be color coded by flow rate for ease of identification:
  - Blue emitter indicates a flow rate of 0.5 GPH (1,89 l/hr)
  - Black emitter indicates a flow rate of 1.0 GPH (3,79 l/hr)
  - Red emitter indicates a flow rate of 2.0 GPH (7,57 l/hr)
  - Tan emitter indicates a flow rate of 4.0 GPH (15,14 l/hr)
  - Orange emitter indicates a flow rate of 6.0 GPH (22,71 l/hr)
- Emitters shall also be marked with the flow rates in both Imperial and Metric units on the emitter. Emitters shall be pressure compensating over the pressure range of 20 to 50 PSI (1,4 to 3,5 bar) with consistent flow rate per emitter.
- Self-piercing barb inlet emitters with self-piercing barb inlet permit one-step insertion into ½" (13 mm) or ¾" (19 mm) drip tubing when installed with Pocket Punch or HEMT tools.
- Self-Piercing Barb Models:
  - HE-050-B (Blue); 0.5 GPH (1.9 l/hr)
  - HE-10-B (Black); 1.0 GPH (3.8 l/hr)
  - HE-20-B (Red); 2.0 GPH (7.6 l/hr)
  - HE-40-B (Tan); 4.0 GPH (15.1 l/hr)
  - HE-60-B (Orange); 6.0 GPH (22.7/hr

Thrust Blocks

A. All thrust blocks shall be concrete. The size of the blocks shall be determined by the average safe soil-bearing load of 700 lbs. per square foot.

B. Polyethylene sheeting at thrust blocks shall be 6mil.

Quick Coupler Valves

No quick coupler valves are required for the new irrigation configuration.

Manual Valves

No manual valves are required for the new irrigation configuration.

Automatic Irrigation Controller

No new controllers are required for the new irrigation configuration. Connect all irrigation control valves are to be connected to the existing controller that services the existing irrigation system. Install all required decoders or auxiliary components that are required by the existing controller for adding valves.

Control Wires

A. Direct burial solid copper wire AWG-U.F. 600 volt.

B. Common wire and two spare wires shall be minimum #12-gauge.

C. Pilot wires shall be red, minimum #14-gauge. Wire gauge shall be, at minimum:

Wire Gauge	#14	#12	#10	#8
Max. Distance (ft.)	2,500	3,250	4,000	4,800

D. Splices:

1. Wire connections at remote control valves only shall utilize 3M direct bury splice kit model #DBY (yellow) or model #DBR (red).

2. All other splices, including line splices, connections to flow meters and other sensors, shall utilize 3M Scotchcast 3570G Connector Sealing Packs, no known equal.

E. Wiring colors shall be:

USE	**COLOR**
Flow	Yellow
Master	Blue
Pump	Black
Valves	Red
Common	White
Spare	Orange
Tracer	Green

Sleeves

A. Schedule 40 PVC 1120-1220 and two times the diameter of the pipe to be accommodated by the sleeve, one (1) for control wires and one (1) for main line, and one (1) for lateral lines.

B. Maximum one (1) line per sleeve.

C. Add one (1) spare, same size as largest.

Tracer Wire

A. Insulated solid copper wire, minimum #12 gauge. Color shall be green.

Site Conditions

A. Prior to start of irrigation work, review the site conditions to verify that stub- outs, points of connections, sizes of the points of connections, water pressure and other essential items necessary for irrigation work to commence are as shown on the Plans and as indicated in the Specifications.

B. Notify the Inspector immediately of any existing conditions which are unacceptable for the commencement of irrigation work.

Coordination of Work

A. Coordinate all work with other trades.

B. The irrigation plan is diagrammatic. Whenever possible, locate all pipes in planted or turf areas. Do not scale off of the Plans. Where field conditions have changed, notify the Inspector immediately.

Excavation and Trenching

A. Trenches shall be dug straight and in such a manner as to completely support the pipe continuously along the bottom of the trench. In rocky conditions, over- excavation and placement of clean bedding material may be required to ensure protruding rocks do not place undue stress on pipes. Trench layout shall follow that shown on the Plans, except where accepted by the City.

B. The following minimum cover shall be provided for pipe

Pipe Type	Minimum Cover
Pressurized Mainlines	24”
Non- Pressurized Lateral Lines	18”
Domestic Water Lines	24”
Control wires	24”
PVC Sleeves under Paving	18”
PVC Sleeves under Auto X-ings	24”

C. Install detection wire, looped in and out of valve boxes and attached to all irrigation mainlines.

D. High voltage wires shall not be installed in the same irrigation water line trench.

Testing and Flushing

A. Pressure Testing shall occur only when the following conditions can be fulfilled:

Item Description	**Condition**
Quick coupler valves	Installed and capped
Electric remote control valves	Installed
Flow valve	Installed and open
Ball/Gate valves	Installed and open
Lateral lines	Disconnected
Welded PVC joints	Cured at least 24 hours
Pipe	Center loaded with backfill
Concrete Thrust Blocks	Installed and cured at least 48 hours
Couplings and fittings	Exposed

Detection wire	Installed

B. A pressure gauge shall be installed at the lowest point of the line. Continuous pressure shall be applied at a rate of 125 psi for all mainlines. The pressure shall remain stable for a minimum of two hours with no detectable leakage. Upon completion of the test, a complete examination of the line shall be conducted by the City. Leaks resulting from the test shall be repaired and the line shall be re-tested. This process shall be repeated until the line passes the leakage test.

C. All lines and risers shall be flushed prior to final installation of irrigation heads. All control valves shall be left open during the flushing process.

Backfilling and Compacting

A. Backfilling of trenches shall not occur until all tests and reviews have been performed. See inspection record contained in the Parks Construction Standards, latest edition. Any trench that is prematurely backfilled may be required to be re-dug for review.

B. Compaction of the trenched areas shall meet the following compaction rates of 95% in areas to receive paving and 85% in areas to be planted.

C. Do not flood trenches unless otherwise accepted by the City.

D. Sunken trenches shall be re-finished flush with the adjacent grades.

Backflow Prevention Device and Enclosure

No new Backflow device is required for the new irrigation configuration as there is already an existing backflow device on site that services the existing irrigation system. The new irrigation as shown on plans is connecting to the existing system and therefore will utilize the existing backflow device.

Flow Meter Installation

No new flow meter is required for the new irrigation configuration as there is already an existing flow meter on site that services the existing irrigation system. The new irrigation as shown on plans is connecting to the existing system and therefore will utilize the existing irrigation flow meter.

Booster Pump Installation

No new booster pump device is required for the new irrigation configuration.

3.09 Pipe Installation

A. Install irrigation pipe in planted areas whenever possible.

B. All pipe and fittings shall be cleaned and free from dirt, dust and moisture.

C. Pipe may be assembled along the trench at grade to avoid undue strain on the pipe or the fittings. All solvent weld connections shall be primed before applying glue. Snake the pipe within the trench to compensate for expansion and contraction.

D. All PVC pipe and metal valve connections shall be made with threaded fittings consistent with drawings PK-15 and PK-16 of the City of Roseville Parks Construction Standards.

E. All PVC-to-PVC threaded connections shall be made with Teflon tape.

F. Install concrete thrust blocks in locations where rubber gasketed irrigation mainlines change directions, e.g. ells, tees; as required on other lines and fittings; and at the termination point of the mainline. Do not conduct a pressure test within 48 hours of the thrust block pours. The size of the thrust blocks shall be per manufacturer's instructions and shall be adequate in size to absorb thrusts up to the maximum internal water pressure. Refer to 3.18 Thrust Blocks.

G. Use glued fittings for all connections inside of a sleeve and within 20' of a sleeve.

Electric Remote-Control Valves

A. Install per local codes, manufacturer's instructions, City of Roseville Design and Construction Standards and as shown on the Plans.

B. Install one (1) electric remote control valve per box and whenever possible, group valve boxes together. Align boxes in a straight and neat row and flush to finish grade. Provide a minimum of six (6) inches between boxes.

C. All valves shall be tagged for easy identification of valve number. Valve box lids shall be permanently marked identifying valve number and controller letter with heat branding using stencils in a uniform location on all boxes throughout.

D. Each valve shall be separately saddle tapped. Manifolded valves shall be rejected.

E. Locate valve boxes outside of turf areas, adjacent to paving, i.e. sidewalks, hardscape, etc. except where shown on the Plans.

F. Provide a minimum of eighteen (18) inches of a complete set of spare control wires, looped, within all control valve boxes.

Irrigation Heads

No overhead spray irrigation heads are required for the new irrigation configuration.

Drip Irrigation

A. Drip irrigation is to be installed in a grid pattern layout of equal spacing between rows, unless otherwise noted on approved plans.

B. All drip irrigation shall be installed, per manufacturer's specifications. Staple all tubing to soil at 5 feet on-center spacing prior to backfilling.

C. Drip line shall be installed prior to plant installation, with the exception of 15- gallon and larger plant container sizes, which may be installed first at the discretion of the contractor.

Quick Coupler and Gate Valves

No quick coupler valves are required for the new irrigation configuration.

Automatic Controller

No new controllers are required for the new irrigation configuration. Connect all irrigation control valves are to be connected to the existing controller that services the existing irrigation system. Install all required decoders or auxiliary components that are required by the existing controller for adding valves.

Control Wires

A. Wherever possible, install control wires in common trenches with mainline. The wires shall be taped in bundles at ten (10) feet on center and laid to the side of the pipe. Provide slack between ties to allow for contraction.

B. Wire valve to controller as shown on the plans.

C. Where runs are long, provide an extra three (3) feet of extra ground and control wires looped at 200' intervals. Snake wires within trenches to allow for contraction.

D. Line splices shall occur in valve boxes at grade, label and allowed only on lengths greater than 2500'. Show locations on as-built plans.

E. Do not wrap wire around pipe or allow any wiring to be placed in concrete or concrete thrust blocks.

F. Install two (2) spare wires starting from the controller, looped to each valve box to the furthest valve box, without splices.

Tracer Wire

A. Install tracer wire on top of the mainline.

B. Provide a twelve-inch (12") loop in and out of each valve box. Solder all splices.

C. Where potable water lines are placed in a separate trench, install a tracer wire on top of the potable water line.

D. Tracer wire shall be tested during review and pressure test of the mainline.

Sleeves

A. Install sleeves under all pavement and as shown on the Plans.

B. Install sleeves at the depths indicated in Section 3.03B above.

C. Extend sleeves a minimum of twelve (12) inches beyond the edge of pavement.

D. At every sleeve location installed in roadways, provide a spare PVC sleeve capped at each end and marked with a 3M ball marker.

Thrust Blocks

A. Install polyethylene sheeting between mainline and concrete.

B. Thrust blocks shall be formed against a solid trench wall. The thrust block cavity shall be in undisturbed soil or previously placed compacted backfill that yields an acceptable allowable bearing pressure.

C. Concrete thrust blocks shall not be poured on valve wires.

Cross Connection Testing for Recycled Water Systems

A. The Recycled Water System shall be tested for cross connection in accordance with Uniform Plumbing Code Appendix J prior to use.

B. All testing of Recycled Water Systems must be performed utilizing a potable water source via a construction water connection per City of Roseville Construction Standards. No Recycled Water may enter a Recycled Water System until all testing is successfully completed.

C. At the time a cross connection test is to be performed, construction on both the Potable and Recycled Water Systems being tested must be complete and both systems fully operational and functioning as designed.

D. Cross connection testing shall be performed in the system by City forces with the assistance of the contractor. The test must be coordinated through the Parks Department

Inspector. Forty-eight (48) hours' notice is required before the test. Depending on complexity of the site, a preliminary field meet may be required.

Coverage Test

A. Prior to planting, the Contractor shall perform a coverage test to confirm that water coverage is complete, adequate, and produces no overspray onto hardscapes. Irrigation pressure readings at the head or emission device may also be taken as part of the coverage test to confirm adequate system hydraulics.

B. The coverage test shall be performed on the entire irrigation system and shall be performed in the presence of the Parks Inspector. The irrigation system must be connected to the City water system through the water meter. Temporary connections are not allowed. On recycled water systems, the coverage test shall take place only after successful completion of the cross- connection test, with the recycled water meter in place.

C. On Park projects containing turf, a comprehensive survey of the Distribution Uniformity (Low Quarter) of each irrigation zone containing turf shall be performed by a third-party, certified irrigation auditor prior to planting of turf. The irrigation system must be 100% complete, including functionality of the irrigation controller and booster pump, if present. The irrigation auditor shall prepare and submit a report listing each zone's Distribution Uniformity, including actual mapping data of individual catch cans recorded on irrigation plan sheets , and noting any potential deficiencies in the system leading to any inadequate findings. Reported deficiencies in Distribution Uniformity will be evaluated by the Project Manager and may require corrective measures prior to approval of turf planting. Deficiencies caused by improper installation shall be corrected at no additional cost to City.

Irrigation Audit

A. A landscape irrigation audit shall be performed after all landscape and irrigation is installed. The irrigation system must be 100% complete, including functionality of the irrigation controller and booster pump, if present.

B. All landscape irrigation audits shall be conducted by a third party certified landscape irrigation auditor. Landscape audits shall not be conducted by the person who designed the landscape or installed the landscape.

C. The water audit shall conform to the specific water audit requirements of the City of Roseville Environmental Utilities Department, and any supplemental requirements from the City of Roseville Parks, Recreation & Libraries Department. The contractor shall submit a comprehensive landscape irrigation audit. This shall include, but is not limited to:

1. A completed Irrigation Audit Report-(City of Roseville provided forms only)

2. Complete system evaluation, including site conditions, system and flow data.

3. Scheduling parameters used to set the irrigation controller.

4. An Irrigation schedule for the landscape provided to the owner.

D. A minimum of 25% of all zones shall be audited. The 25% minimum shall be a representative sample of each irrigation method present (i.e. Rotors, bubblers, rotary nozzles, drip, etc.), and is in addition to any turf zones audited during the coverage test.

E. Any deficiencies noted in the audit report such as, but not limited to, run-off, overspray, obstruction of spray patterns, etc., shall be corrected and signed off as such by the original irrigation auditor prior to submission of the report. Do not submit audit reports with uncorrected deficiencies.

Clean Up

A. Each phase of work shall be immediately cleaned up. Excess equipment, material, etc., shall be legally disposed of and removed from site. All concrete, asphalt and/or decomposed granite paving shall be kept free of soil. Damage to such surfaces shall be immediately repaired to the satisfaction of the City.

Insert Section 20-2.15 GUARANTEE:

20-2.15A General

A. Contractor shall provide a written guarantee covering all materials, equipment and workmanship furnished by him to be free of all defects after installation is accepted, including all defective parts that may have been found.

B. All paved areas shall be swept clean and planted areas shall be weed-free.

C. All irrigation heads shall be properly adjusted. Debris and refuse shall be removed from site prior to inspection.

20-2.15B Pre-Final (Punch List) Review

A. See Section 01 10 00 1.16 - Summary of Work for notification process.

20-2.15C Establishment

A. Full automated utilization of the irrigation system shall be included as part of the maintenance of the project. See Section 329000: Planting for additional information.

B. Program and utilize the establishment schedule as submitted with the turn-in items.

C. Contractor to run the system in “quantity” mode or “time plus flow” for a minimum of one (1) week.

D. Check the irrigation system weekly to ensure proper operations. Make all necessary adjustments, including watering schedule to ensure proper and healthy plant growth. At no time shall pools of water be present within any part of the project. Conversely, at no point shall dry or under-watered spots be visible upon inspection. Improper irrigation management resulting in flooding or dry conditions to the detriment of plant material may constitute an extension of the establishment period, at no additional cost to the City.

20-2.15D Final Review

A. The Contractor shall demonstrate to the City, valve by valve, the entire irrigation system to be operable. All heads shall be adjusted/flushed and all drip zones shall be flushed prior to the on-site review. Any item requiring adjustments shall be completed immediately and to the satisfaction of the City.

B. Provide necessary training to City staff in the proper operations and maintenance of the booster pump.

C. The date of final acceptance by the City Council or the recordation of the property transfer shall signify the start date of the warranty period. Final acceptance shall include the project in total and will not segregate any specific item or trade included in the construction of the project.

Add to Section 20-3 PLANTING
and Section 20-3.01 GENERAL

20-3.01 GENERAL

20-3.01A General

20-3.01A(1) Summary

Section 20-3.01 includes general specifications for performing planting work.

The requirements set forth in the General Conditions shall be in addition to the standards provided herein. The requirements set forth in the Supplemental Conditions shall be in addition to the standards provided herein.

Furnish all labor, materials and equipment for the complete installation of landscape items, including all trees, shrubs, groundcovers and turf; maintenance for the establishment of new plant materials; and all necessary appurtenances for proper planting, noted or implied, as shown on the Plans and as specified herein.

Add to Section 20-3.01A(3) Submittals

A. Submittals for specified items are not required; however, submittals are required for any proposed substitutions or deviations from the Plans or Specifications. Additionally, submittals are required for the specific items listed below. The Contractor shall submit a materials summary sheet indicating which items will be installed as specified and which items are proposed for substitutions. The Contractor shall submit proof of order within ten (10) working days of the Notice to Proceed, indicating all specified materials have been ordered, noting “as specified” or “substitution proposed”. Submittals are required on the following items:

1. Bark mulch material, and rock mulch material.

2. Certificates of compliance for soil amendments, and fertilizers.

3. Sod-grown turf.

4. Soils test with soil amendment recommendations.

5. Trees, shrubs, perennials, grasses, and groundcover plants

a) Submit for approval, plant sources including the names of nurseries proposed as sources of acceptable plants, and a list of plants they will provide. The plant list shall include the botanical and common name and the size at the time of selection, including basal caliper and height.

b) Submit all requests for substitutions of plant species or size for approval. Request for substitution shall be accompanied with a list of nurseries contacted in the search for the required plant and a record of other attempts to locate the required material. Requests shall also include sources of plants found that may be of a smaller or larger size, or a different shape or habit than specified, or plants of the same genus and species but different cultivar origin, or which may otherwise not meet the requirements of the specifications, but which may be available for substitution.

Add to Section 20-3.01A(4) Quality Assurance

A. Provide an experienced foreman who shall directly supervise the work force during all work to be performed under this contract. The foreman shall be present during the time when work is to be performed.

B. Plant material shall conform to current “American Standards for Nursery Stock” and the State of California Grading Code of Nursery Stock, No. 1 grade. Use only nursery-grown stock.

C. All plant material shall be certified free of plant diseases and insect infestations from the County Agricultural Commissioner as required by law. Each shipment of plant material shall be required to have clearance certificates.

D. Prior to planting, a soils fertility test/analysis shall be conducted by an accepted and qualified testing laboratory. Test results shall contain existing nutrient levels, soil texture, cation exchange capacity, soluble salts, pH levels, infiltration rates and recommended soil amendments/fertilizers to ensure proper growth of the specified plantings.

Soil Testing

A. Native soil and in-place topsoil shall be tested for amendment determination. Soil Tests shall include soil texture, macro nutrients, micro nutrients, lime, base saturation, pH, sodium, boron, salinity, Cation Exchange Capacity (CEC), and Organic content.

B. Submit soils report for review and approval after completion of grading operations. Soil Testing shall be performed by an agriculture-based lab, with detailed, written recommendations for soil amendments and fertilizers specific to ornamental landscape plants and turf.

Product Delivery, Handling and Storage

A. All materials shall be delivered bearing nursery label with botanical, common names, including cultivars.

B. Carefully handle plant material to ensure that limbs are not broken during the planting or storage of the material.

C. Store plant material in a covered area on-site, protected from inclement or hot weather on-site. Keep root balls moist by frequent watering (during hot weather) of all accepted stock until such time as planting occurs.

Inspection of Plant Material

A. Notify the Project Manager a minimum of 48 hours prior to date of delivery. All plant material is subject to inspection at the time of delivery. A sample number of plants will be inspected for the following items:

If the sample....	**then the plant shall be...**
is healthy, shapely and well rooted	accepted.
bears a strong central leader	accepted.
is wilted, wind-blown or sunburned	rejected.
is root-bound, restricted or deformed	rejected.
does not bear a strong central leader or has been severely pruned back	rejected.

B. Stock to be consistent with CALFIRE Nursery/Tree Quality Cue card and Root Management Cue Card. Inspector may require contractor to remove tree or plant stock from plant containers to examine roots.

C. 15 gal tree needs to have at least 1” in basal caliper, a 24” box tree needs to have at least 2” in basal caliper, a 36” box tree needs to have at least 3” in basal caliper. Basal caliper is measured as 6” above the ground.

D. Based on the sample inspection, the Project Manager or Inspector reserves the right to reject any or all of the plant material delivered. All rejected plant material shall be immediately disposed of off-site.

Record Drawings

A. The Contractor shall keep an accurate record of the as-built conditions of the landscaping. These records shall be updated daily and kept at the construction site. At any time, the Inspector may examine the conditions of the “as-builts” to ensure compliance of the above.

Add to Section 20-3.01B Materials

20-3.01B(2) Plants

A. The material to be planted shall conform to that indicated on the plans, unless otherwise accepted. The quantity shown on the Plans is approximate and is furnished for convenience only. Verify all quantities prior to ordering plant material.

Turf

A. Turf shall be sod.

B. Sod – Tall fescue blend with named, improved turf-type varieties only. Blend shall contain a minimum 25% Lateral Spread, Rhizomatous, or Self-Repair type tall fescue. Sod shall be non-netted, and contain no more than 10% Bluegrass.

C. Sod must be submitted by Contractor and accepted by the Project Manager prior to ordering.

Soil Amendment

A. As recommended by soils test report.

Mulch

A. Regular “Walk-on” fir bark as manufactured by Redi-Gro Corporation, Sacramento, CA (916) 381-6063, Mallard Creek, Inc, Rocklin, CA (916) 645- 1681, My Bark Company, Inc., Linden, CA (209) 649-4250 or accepted equal.

B. Decorative bark, shredded lumber or saw dust, and construction debris are not permitted. The mulch must be free of needles.

Topsoil

A. Stockpiled, on-site material.

B. Imported topsoil shall be natural, friable, well-draining, free from admixture of subsoil and foreign objects larger than one inch (1”) in diameter, free from toxins or any other harmful substance which may deter healthy plant growth.

C. Perform a soils test for all imported soil. Soil test shall comply with Section 1.06. Submit soils report for review and approval prior to import activities.

Pre- and Post- Emergent Herbicide

A. Clean, and non-staining. Consult with a pesticide specialist

Tree Stakes and Ties

A. Trees furnished in #15 nursery containers require 2” diameter stakes. Trees less than 8' in height require an 8' stake; trees 8' or greater in height require a 10' stake. Stakes shall be pine or douglas fir (pressure or non-pressure treated).

B. Trees furnished in 24” boxes or larger require 3” diameter by 10’ long stakes. Stakes shall be, pine or douglas fir (pressure or non-pressure treated).

C. Tree ties should be cut in length out of flat woven polypropylene material, 3/4 inch wide, and 900 lb. break strength. Color to be Green. Product to be ArborTie manufactured by Deep Root Partners, L.P. or approved equal.

D. Tree guying to be flat woven polypropylene material, 3/4 inch wide, and 900 lb. break strength. Color to be Green. Product to be ArborTie manufactured by Deep Root Partners, L.P. or approved equal.

Native Broadcast Seed

No Native broadcast seed is required for this project

Add to Section 20-3.01C Construction

Site Preparations

A. Prior to start of landscaping work, review the site conditions to verify that final grades have been established, plant/turf beds are weed free, and the irrigation system is operational as shown on the Plans and as indicated in the Specifications.

B. For landscaping within all street right-of-ways, conduct a soils analysis test of the existing soils and remove all lime-treated soils, aggregate base or other non-organic material to a minimum depth of two feet before planting or irrigation installation. Import topsoil to bring the finish grade to specified grades. Submit the soils analysis test results of the imported material prior to import.

C. Notify the Inspector immediately of any existing conditions which are unacceptable for the commencement of landscaping work.

Coordination of Work

A. Coordinate all work with other trades.

Preparation of Planting and Turf Areas

A. Upon completion of grading and underground activity, Contractor shall obtain a soils test as outlined in 1.06.

B. Place stockpiled topsoil in all areas to receive planting or turf to a minimum depth of twelve inches (12”).

C. Rip topsoil surface in two directions to a minimum depth of twelve inches (12”).

D. Spread soil amendments at the rates indicated in the soils report.

E. Rototill amendments to recommended depths. Till amendments to a depth of 6” or as recommended by soils report.

F. Remove all rock and debris which are greater than ½ inch in areas to be turfed and one inch (1”) in areas to be planted.

G. All planted and turf areas to be smooth and uniform in grade as shown on the Plans.

H. Planting areas to be sloped to drain as shown on the Plans.

Storage of Plants and Trees

A. Protect materials from deterioration during delivery and storage. Adequately protect plants from drying out, exposure of roots to sun, wind or extremes of heat and cold temperatures. If planting is delayed more than 24 hours after delivery, set plants in a location

protected from sun and wind. Provide adequate water to the root ball package during the shipping and storage period, including weekends and Holidays.

B. Soil moisture shall be maintained above wilting point and below field capacity for the root ball substrate or soil.

C. All plant materials must be available for observation prior to planting. Any plants determined to damaged or distressed due to improper watering may be rejected by inspector and shall be replaced at no cost to City.

Plant Installation

A. Tree and Shrub Planting

1. Remove only those plants which will be planted the same day. Place such plants in the proposed locations for review and accepted by the City prior to actual planting. Notify the Inspector a minimum of 48 hours prior to day of planting.

2. Dig planting pits as shown on the Plans and as shown in the Parks Construction Standards. Scarify the sides and bottom of pit to prevent glazing. Fill pit completely with water and allow the water to completely drain from the pit prior to actual planting.

3. For pits that retain water, completely penetrate the hardpan layer at the bottom of the pit and backfill with topsoil. Fill pit with water to test and ensure proper drainage.

4. Prior to tree planting a central leader needs to be established by structural pruning, as necessary. Codominant leaders need to be removed or suppressed by structural pruning. Refer to the CALFIRE "Tree Training", "Tree Planting", and "Tree Quality" cue cards and "Tree and Plant Root Management Standard and Quality Expectations" contained in Section 5 of these Standards.

5. Plants shall be removed from their containers only at the time of placement within the plant pit. Perform root pruning on all four sides of the root ball by shaving and cutting away the root ball periphery to reduce the amount of circling roots. Starting from the top and then cutting/slicing down to the bottom of the root ball. On a 15 gal container at least 1-1.5 inches of the root ball periphery needs to be removed by slicing or shaving. On a 24” and 36”box tree at least 2 inches of the root ball periphery needs to be removed by slicing or shaving. A sharp hand pruning saw needs to be used for the slicing or shaving of the root ball. Refer to the CALFIRE "Root Management" cue card contained in Section 5 of these Standards. This process will remove many girdling and circling roots deflected by the container wall and allows for root penetration within the planting basin. Spread all roots to the side to allow proper root development. Add native backfill and amendments as shown in the Parks Construction Standards and as recommended by the soils testing laboratory.

6. Plant tree at least three inches (2”) above grade on mount to prevent bowl effect. The tree’s beginning root flare must be located at top of grade with installed sod.

7. Carefully place plant into the plant pit without damaging the root ball. Water the backfill until saturated. For trees, water in by hand after planting using at least ten (10) gallons of water, minimum.

8. Construct berm and place tree stakes and install mulch per the Parks Construction Standards. Mulch is required for trees within the turf area.

9. Where mowing will occur, provide an eight-foot (8') minimum horizontal clearance between trees and other site improvements, including shrubs.

10. Tree ties should be installed via a figure eight loop and each tie shall be secured with a nail on the tree stake. Install two (2) Arbor Ties at 2/3 of tree height and two (2) Arbor Ties at ½ of tree height.

11. Tree stakes should be inserted into the ground to a minimum depth of 18".

Groundcover Planting

1. Place groundcover plants in neat, straight, and parallel rows, triangularly spaced as shown on the Plans and as indicated herein.

2. Start the first row of planting at a distance equal to the on-center spacing required per plan, minimum, from the edge of the adjacent hardscape, mow band or header board.

3. Groundcover shall be installed to the outside edge of the water basins of trees or shrubs.

Seeding – Turf and Native

No seeding is required for this project.

Sod- Turf

A. Remove all "humps" and depressions prior to sodding.

B. Keep all sod rolls shaded and moist prior to installation.

C. Do not store sod rolls more than one (1) day. Sod shall be laid upon delivery.

D. Unroll sod one at a time for immediate installation.

E. Provide tight seam between rolls of sod (less than 1/8" gaps).

F. Stagger rows so that the ends of sod rolls are stepped.

G. For turf areas where sod is partially provided, add topsoil at all transition edges to same as finish grade.

Mulch

A. Prior to placing mulch, apply post-emergent herbicide to any weeds present, per label directions.

B. Prior to placing mulch, apply pre-emergent herbicide in all planting areas, per label directions.

C. Apply three inches (3") of mulch in all landscape planter areas, or deeper as indicated.

D. Keep mulch a minimum of three inches (3") away from the trunks of all woody shrubs and four inches (4") away from all trees. Taper mulch profile away from this point to prevent subsequent collection of mulch against trunks.

Watering

A. Upon completion of each planting or turf area, irrigate appropriately to ensure proper health and growth.

B. Continually adjust the irrigation for plant needs regardless of air temperature.

Clean-up

A. Upon completion of planting operations, collect and remove from site all empty plant containers, debris, rubbish and other trash.

B. Sweep clean and wash all hardscape areas.

C. Clean up shall occur, at minimum of once a week, at the end of the work week.

D. Maintain the entire site in a clean condition to the satisfaction of the City.

Pre-Final (Punch List) Review

A. See Section 011000 1.16 of the Summary of Work for notification process.

B. The following conditions must be met in order for planting to be considered towards substantial completion, as required to enter into the establishment period described in Section 011000, 1.16:

1. For seeded turf:

a. Upon completion of the second mowing of completely germinated turf. Second mowing is defined as full coverage of turfed area 90% weed free.

b. Root depth – Turf grass roots shall be healthy, creamy-white in color and be 4” or greater in length/depth as measured from the soil surface to root tip. This shall be consistent throughout turfed area.

c. Turf shall be of uniform green color with no visible signs of stress due to soil fertility, moisture, disease or pests.

2. For sodded turf:

a. Accepted installation of the sod.

b. Turf shall be of uniform green color with no visible signs of stress due to soil fertility, moisture, disease or pests.

3. For trees and shrubs:

a. Trees and shrubs shall be properly installed, and with no visible signs of stress due to soil fertility, moisture, disease or pests.

Add to Section 20-4 Plant Establishment

Establishment Period

A. Active maintenance is required throughout the entire establishment period:

1. Maintain turf to a height of two and one half inches (2-1/2”) for cool season turf varieties and one and one half inches (1-1/2”) for warm season turf varieties. Maintained height shall be measured from the surface of finish grade to the top of the leaf blade throughout the establishment period, and mowed as frequently as required to maintain said height. At no time shall the leaf blade be mowed or cut more than 1/3 of the length of the blade. Root mass/depth must remain consistent as measured at the start of establishment or greater.

2. Edge all turf areas along hardscape edges.

3. Re-seed all bare areas within the turf as soon as evident.

4. Immediately replace all dead plants.

5. As necessary, raise all trees and shrubs which have sunk within the plant pit beyond the levels indicated in the Standard details.

6. Keep all areas free of weeds, pests and disease.

7. For trees located in turf areas, maintain a circle free of turf at a distance described in the Standard details

B. Prior to the start of the final thirty (30) days of establishment:

1. All plant replacements shall be completed.

2. All plantings and turf shall be thriving and in a healthy condition.

3. The lack of active maintenance prior to the final thirty (30) days may constitute a delay in the start of the final thirty (30) days of the establishment period.

Final Review

A. The Inspector shall review the site for completion of items noted, but not limited to, "B" below. All corrective action is required to enter into the final thirty (30) days of establishment.

B. The site shall be prepared for review, by ensuring that:

1. All spray heads have been properly adjusted,

2. Dead plants have been replaced,

3. Planting areas have been weeded,

4. Turf areas have full germination, are consistent in green color and are weed-free,

5. Walkways and paved areas have been swept and washed, and

6. Turf roots meet standards outlined in 3.10

C. Failure to complete any one or all of the above items may constitute non- performance of the final review and will require re-scheduling. In this case, the cost of the extended establishment period shall be at no additional cost to the City

Guarantee

General

A. Contractor shall provide a written guarantee covering all plant materials (trees & shrubs) furnished by him to be free of all defects or disease and that all plants are in a healthy and thriving condition at the completion of the contract. Deciduous plant material shall be warranted beyond the time of contract completion until such time as growth becomes evident.

(For all park construction projects)

B. All plants, except those provided by the City, shall be warrantied for a period of one (1) year, commencing on the date of final acceptance. The warranty shall be as outlined in Section 011000: Summary of Work, paragraph 1.19.

(For all streetscapes, street landscape frontage, street medians and Lighting & Landscape District projects.)

C. All plants, except those provided by the City, shall be warrantied for a period of nine (9) months, minimum, commencing on the date of final acceptance. Warrantee responsibilities expire upon acceptance and approval of the "Notice of Completion" for the overall development

project. The warrantee shall be as outlined in Section 011000: Summary of Work, paragraph 1.19.

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DIVISION IV SUBBASES AND BASES

26 AGGREGATE BASES

The restriction that the amount of reclaimed material included in Class 2 aggregate base does not exceed 50 percent of the total volume of the aggregate used does not apply. Aggregate for Class 2 aggregate base may include reclaimed glass. Aggregate base incorporating reclaimed glass must not be placed at locations where surfacing will not be placed over the aggregate base.

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DIVISION V SURFACINGS AND PAVEMENTS

39 ASPHALT CONCRETE

Replace section 39-2.01C(3)(c) with:

39-2.01C(3)(c) Prime Coat

Apply a slow-setting asphaltic emulsion as a prime coat to AB areas designated by the Engineer and at a spread rate from 0.15 to 0.40 gal/sq yd. Do not apply more prime coat than can be absorbed completely by the AB in 24 hours.

You may modify the prime coat application rates if authorized.

Close areas receiving prime coat to traffic. Do not allow tracking the prime coat onto pavement surfaces beyond the job site.

Replace the row for *Moisture susceptibility, wet strength* in the table in the 1st paragraph of Replace *Reserved* in section 39-2.02B(3) with:

The grade of asphalt binder for Type A HMA must be PG 64-10.

For Type A HMA using RAP substitution of greater than 15 percent of the aggregate blend, the virgin binder grade must comply with the PG binder grade specified above with 6 degrees C reduction in the upper and lower temperature classification.

For Type A HMA using RAP substitution of 15 percent or less of the aggregate blend, the grade of the virgin binder must comply with the PG binder grade specified above.

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40 CONCRETE PAVEMENT

Concrete pavement consisting of plain jointed concrete pavement must be constructed in compliance with Section 40-3, “Jointed Plain Concrete Pavement”, of State Standard Specifications and these special provisions.

The Contractor must prepare a jointing plan for approval by the Engineer at least 7 days prior to starting work on concrete paving.

The contract unit price paid per cubic yard for Portland Cement Concrete (PCC) pavement includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in this item of work including all drilling, bonding, dowels, tie bars, joint filler, sawcutting, curing, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

DIVISION VI STRUCTURES

51 CONCRETE STRUCTURES

Footings for electrical infrastructure must be constructed at the locations and per the details included in the plans. This work must be completed in compliance with Section 51, “Concrete Structures”, of State Standard Specifications and these special provisions.

Bar reinforcing steel must be constructed per the details shown on the plans, as recommended by the manufacturer, and per the standard plans for the element of work being supported.

The contract unit price paid per cubic yard for utility pads includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in this item of work including all bar reinforcing steel, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Where footings and foundations are not listed in the bid items list or shown on the plans, such footings and foundations including, excavation, concrete, reinforcing steel and backfill is considered in the element of work being installed and no further payment is made therefor.

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DIVISION VIII MISCELLANEOUS CONSTRUCTION

73 CONCRETE CURBS AND SIDEWALKS

All newly placed concrete must be cured with a clear concrete curing compound (State Specification 8030-71D-06).

PCC (Curb & Gutter) and PCC (Sidewalk) and Valley Gutters must be constructed as shown on the plans and must conform to the City of Roseville Standard Plan ST-17 and ST -18.

Pedestrian ramps must conform to the City of Roseville Standard Plans ST-26 and ST-27 and must meet all requirements outline in the City of Roseville ADA transition plan.

Pedestrian ramp detectable warning surface must consist of raised truncated domes constructed or installed on curb ramps. Detectable warning surface must be a prefabricated surface installed on the curb ramp, in accordance with the approved materials within the City of Roseville.

Wheel stops must be installed by Contractor at the locations shown on the Plans.

The contract price paid per each for Wheel Stop includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing wheel stops complete in place, as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

DIVISION IX TRAFFIC CONTROL DEVICES

82 SIGNS AND MARKERS

Bollards must be constructed by Contractor per City of Roseville Construction Standards. Bollards must consist of 6" Galvanized Steel Pipe and must conform to the details shown on City of Roseville Standard Detail ST-38A.

The Contract unit price paid for Bollard includes full compensation for furnishing all labor, tools, equipment, and incidentals and for doing all the work involved in placing bollards, including excavation and concrete backfill, as shown on the Plans, as specified in the State Standard Specifications and the Contract Documents, and as directed in writing by the Engineer.

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DIVISION X ELECTRICAL WORK

86 GENERAL

See Electrical Specifications in Section 98 – Project Electrical Specifications.

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97 WATER

RELOCATE FIRE HYDRANT ASSEMBLY

Existing fire hydrants, shall be relocated as shown on the plans, including the hydrant gate valve and box as required. All work shall be in accordance with the Section 81 of the City of Roseville Construction Standards, State Standard Specifications and these special provisions.

The Contractor shall flush and chlorinate the water system upon completion of the work.

All new or additional piping materials required to complete the work must be as recommended or supplied by the hydrant manufacturer and approved by the Engineer. Supplemental materials including gravel or concrete for the hydrant base, and thrust blocks or joint restraint, must be in accordance with the City of Roseville Construction Standards.

The location and elevation of the adjusted or relocated hydrant, valve and box and the orientation of hydrant nozzles will be shown on the plans or determined by the City of Roseville Fire Department and the Engineer.

The Contractor shall arrange for the City of Roseville to shut down the main as required. The hydrant, gate valve and box shall be carefully placed to prevent damage to the materials. Set and joint all valves to the water mains as specified for the laying and jointing of that particular type of pipe. Plumb the hydrant and valve stems.

Relocate Fire Hydrant includes removing the hydrant, gate valve and box from the existing location and reinstalling them at the required elevation in a new location. The contract unit price includes furnishing and installing the cutting-in-sleeve, up to 20 feet of additional pipe, pipe coupling, tee, elbow, and thrust blocks or joint restraints (per Roseville Construction Standards), dewatering the pipe, and the concrete or gravel base.

Flushing and chlorinating, as required by Roseville Environmental Utility Department, and all excavation; pavement removal and replacement; and furnishing, placing, and compacting backfill for hydrant adjustment or reinstallation is included in the associated contract item.

The contract unit price paid per each for Relocate Fire Hydrant includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in this item of work, as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

RELOCATE FIRE DEPARTMENT CONNECTION (FDC)

Existing Fire Department Connection must be relocated to location shown on the plans, including all fittings, pipe, pipe removal, coordination with City Environmental Utilities Department as required to complete the work in compliance with Section 81 of the City of Roseville Construction Standards, State Standard Specifications and these special provisions.

All new or additional piping materials required to complete the work must be as recommended or supplied by the FDC manufacturer and approved by the Engineer. Supplemental materials including concrete for the assembly base, and thrust blocks or joint restraint, must be in accordance with the City of Roseville Construction Standards.

The Contractor shall arrange for the City of Roseville to shut down the main as required.

The contract unit price paid per each for Relocate FDC includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in this item of work, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

RELOCATE POST VALVE INDICATOR (PVI)

Existing Post Valve Indicator must be relocated to location shown on the plans, including all fittings, pipe, pipe removal, coordination with City Environmental Utilities Department as required to complete the work in compliance with Section 81 of the City of Roseville Construction Standards, State Standard Specifications and these special provisions.

All new or additional piping materials required to complete the work must be as recommended or supplied by the PVI manufacturer and approved by the Engineer. Supplemental materials

including concrete for the assembly base, and thrust blocks or joint restraint, must be in accordance with the City of Roseville Construction Standards.

The Contractor shall arrange for the City of Roseville to shut down the main as required.

The contract unit price paid per each for Relocate PVI includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in this item of work, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

RELOCATE BACKFLOW PREVENTER ASSEMBLY AND METER

Existing back flow preventer and meter, must be relocated as shown on the plans, including all fittings, pipe, pipe removal, coordination with City Environmental Utilities Department as required to complete the work in compliance with Section 81 of the City of Roseville Construction Standards, State Standard Specifications and these special provisions.

All new or additional piping materials required to complete the work must be as recommended or supplied by the backflow preventer manufacturer and approved by the Engineer. Supplemental materials including concrete for the assembly base, and thrust blocks or joint restraint, must be in accordance with the City of Roseville Construction Standards.

The location, orientation and elevation of the adjusted or relocated backflow preventer assembly will be shown on the plans or determined by the City of Roseville and the Engineer.

The Contractor shall arrange for the City of Roseville to shut down the main as required.

The contract unit price paid per each for Relocate Backflow Preventer Assembly and Meter shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in this item of work, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

WATER CONNECTION

Contractor will coordinate with City Environmental Utilities Department as required to complete water connections to existing facilities. The work must be in compliance with Section 81 of the City of Roseville Construction Standards, State Standard Specifications and these special provisions.

The contract unit price paid per each for Water Connection shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in this item of work, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

CONCRETE THRUST BLOCK

The Contractor must install concrete thrust blocks at the locations shown on the plans. The work must be in compliance with Section 81 of the City of Roseville Construction Standards, State Standard Specifications and these special provisions.

The contract unit price paid per each for Concrete Thrust Block shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in this item of work, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

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98 PROJECT ELECTRICAL SPECIFICATIONS

SECTION 26 01 00
GENERAL REQUIREMENTS OF ELECTRICAL WORK

PART 1 GENERAL

1.01 SUMMARY

A. This Section describes the general requirements for the electric work. These requirements apply to all sections of Division 26.

B. Provide electrical materials, equipment, services, rentals, labor and testing to complete the installation and testing of the electrical work specified in the Construction Documents.

C. Power receptacles and data outlet locations shall be approved by the Owner prior to wall close in.

1.02 GENERAL REQUIREMENTS

A. No exposed conduit or surface raceway, except in Mechanical yard or equipment rooms, shall be permitted without written approval from the Owner.

B. Multi-wire branch circuits shall not be permitted. Provide a dedicated neutral for all branch circuits requiring a neutral.

C. T-24: Provide all applicable requirements for T-24, parts 1 and 6 compliance including but not limited to providing acceptance testing, data registry, applicable form submittals, installation. This includes providing certified test technicians. All lighting control devices and systems, ballasts, and luminaires shall comply with the California Energy Code

D. Provide complete testing of all equipment and systems affected by the electrical work. A complete functional acceptance test shall be prepared and performed on all electrical systems and equipment to prove they perform as intended under all modes of operation. Contractor is responsible for preparing and conducting acceptance test procedures in accordance with this specification. Also the testing will demonstrate the electrical system and equipment operation to the Owner. All labor, services, rentals, materials and testing equipment which is required shall be provided.

E. Provide a UL label or evidence of UL listing for all electrical material, unless the material is of a type for which a label or listing service is not provided.

1.03 CODE COMPLIANCE

A. Perform all work in accordance with following codes The latest edition or supplement or amendment thereto in effect at the time of submittal of bid shall be considered to be the issue in effect (unless shown otherwise) of all applicable laws, codes, and regulations including, but not limited to:
   1. California Electrical Code (CEC)
   2. California Building Code (CBC)
   3. California Fire Code (CFC)
   4. California Mechanical Code (CMC)
   5. California Plumbing Code (CPC)
   6. California Building Standards Administrative Code (CCR)
   7. California Green Building Standards Code
   8. California Energy Code
   9. All Applicable State and Local Codes and Regulations

B. Where codes or standard specifications other than those listed in this paragraph are referred to in the different Divisions of these specifications, it is understood that they apply as fully as if cited here.

C. Where differences exist between codes affecting this work, the code affording the greatest protection to the Owner shall govern.

D. If the Contractor observes that these drawings and specifications are at variance with the codes, the Contractor shall notify the Project Manager in writing at once for resolution.

1.04 PERMITS, FEES AND INSPECTIONS

A. Call for all local building department inspections.

B. Obtain approvals from local building inspector prior to final observation by Owner.

A. Comply with the current applicable standards of the listed agencies for electrical materials and installation.

B. Underwriters Laboratories, Inc. (UL): Provide a UL label or evidence of UL listing for all electrical material, unless the material is of a type for which a label or listing service is not provided.

C. National Electrical Manufacturer's Association (NEMA).

D. American National Standards Institute (ANSI).

E. American Society for Testing Materials (ASTM).

F. Insulated Power Cable Engineers Association.

G. Certified Ballast Manufacturer's Association.

H. Institute of Electrical and Electronic Engineers (IEEE).

1.06 SUBMITTALS

A. Provide submittals for items specified in individual sections of Division 26.

B. Provide submittals for items listed documenting compliance with specification requirements.
   1. Materials and Services
   2. Contractor prepared Tests and Commissioning Plans for Architect review and approval.
   3. Tests and Commissioning Results
   4. Shop drawings
   5. Operation and Maintenance Manual.
   6. Record Drawings.
   7. Other- Submittals required elsewhere in the Construction Documents.

1.07 MATERIALS

A. Provide new material of the quality specified and satisfactory to the Owner.
   1. Provide major equipment which is the product of a manufacturer who has, for a period of not less than five years been in successful manufacture of similar equipment to that specified and who has a catalog covering ratings and specifications of proposed equipment.

1.08 SUBSTITUTIONS

A. The first product, material, or equipment specified by brand or trade name and model number is the basis for the Project design and the use of any item other than the first named one may require modifications of that design. If Contractor use any other product, material, or equipment other than the first named one the Contactor shall, at its cost:
   1. Make all revisions and modifications to the design and construction of the Work necessitated by the use of the product, material or equipment.
   2. Be responsible for all costs of any changes resulting from the use of the product, material or equipment including without limitation, costs or changes which affect other parts of work or the work of separate contractors.
   3. Contractor shall submit within 70 days of bid award prepared specifications and drawings, prepared, stamped and signed by an appropriate licensed engineer, depicting all revisions to design and construction of the work necessitated by the substitution.

1.09 DRAWINGS AND SPECIFICATIONS

A. Data given herein and on the plans are exact as could be secured, but their absolute accuracy is not guaranteed. Plans and specifications are for the assistance and guidance of the Contractor and exact locations, distances, levels and other data will be governed by the structures. The Contractor shall provide a layout plan of all electrical equipment showing actual dimensions and working clearances. The Contractor is responsible for ensuring that all electrical equipment will fit and no working clearances are exceeded.

B. Clarification of plans and specifications for the purpose of facilitating construction, but not involving additional labor and materials, may be prepared during construction by the Contractor and reviewed by the Architect. Said revised plans and specifications shall become a part of the contract. The Contractor shall conform to the revised plans and specifications at no additional cost to the Owner.

C. Layouts of equipment, accessories, and wiring systems are diagrammatic but follow these as closely as possible. Examine Architectural, Structural, and Mechanical and other drawings, noting all conditions that may affect this work. Report conflicting conditions to the Owner for adjustment before proceeding with the work. Should the Contractor proceed with work without so reporting the matter, they do so on their own responsibility and shall alter work if directed by the Owner at the Contractor's own expense.

D. The right is reserved to make minor changes in locations of equipment and wiring systems shown, providing the change is ordered before conduit runs and/or work directly connected to same is installed and no extra materials are required.

1.10 UTILITY COORDINATION

A. Coordinate with the electric utility company, the telephone company, and the cable television company whenever necessary, to determine service equipment requirements, conduit and backfill requirements, electric metering requirements and other requirements to provide complete utility services, adequate to supply the electrical, communication, and television system(s) indicated. Provide materials that are specified in Division 26 in addition to conforming to utility company requirements.

B. Include in bid, all work required by the utility companies. All work required for utility services shall be in accord with contract documents, specifications, drawings and as required by the utility companies.

C. Use extreme caution when digging to avoid buried electrical cables.
   1. Before digging, call:
   2. (800) 642-2444

1.11 HOMERUNS AND MAXIMUM NUMBER OF CIRCUITS

A. 120 VAC, 20 A circuit- Maximum of (9) #12 conductors in conduit (assume ambient temp for 120 Deg F, 90 Deg C wire). Homeruns may combine branch circuits by using a maximum of (20) # 10 conductors in 1.25" minimum diameter conduit.

1.12 CUT OVER

A. Prepare, submit and implement the cut over procedure. Provide all necessary materials, equipment, services, and rentals (e.g., generators, UPS, ATS) for the cut over. No disruption in power or any interference with Operations is permitted without Owner's approval. Have cut over coordination meetings with all necessary participants (Owner, Architect, Engineers, Vendors, Contractor) at least 2 weeks before preparing the cut over procedure and before conducting the approved procedure. Additional meetings may be required (e.g., resolve start up issues).

1.13 SUPERVISION

A. Provide adequate and competent supervision. Maintain complete control of the project execution and complete liability for the materials and work until the job is completed and accepted by the Owner.

1.14 MANUFACTURER'S INSTRUCTION

A. Follow the manufacturer's instructions when specific installation or connection details are not indicated or specified.

B. Notify the Architect of conflicts between the manufacturer's instructions and installation or connection details prior to the installation of materials.

1.15 WORKMANSHIP

A. Firmly and permanently secure in place all electrical equipment to the structure so that it is level, plumb, and true with the structure and other equipment. Installation methods shall be as recommended by the National Electrical Contractors' Standard of Installation, except when methods specified or shown on the plans differ. The minimum installation standards shall be as required by the Codes.

1.16 PROTECTION

A. Protect all equipment and materials required for the performance of this work from damage by the elements, vandalism, or work during construction.
   1. Do not subject the work and materials of other trades to damage during execution of the work in this division of the specifications.

1.17 COORDINATION WITH OTHER TRADES

A. Coordinate with other trades and promptly transmit all information required by them. Coordinate the sequence of construction with other trades to ensure that all work proceeds with a minimum of interference and delay. Perform all work that requires relocation due to negligence or absence of regard for the work of other trades.

1.18 EXAMINATION OF SITE

A. Examine the site prior to bid to determine existing site conditions that may affect the work. No allowance will be allowed for any extra work required due to a failure to recognize, or negligence to discover conditions prior to bid.

1.19 STRUCTURAL REQUIREMENTS

A. Secure all anchors for electrical equipment in a manner that will not decrease the structural value of any structure to an unsafe level. Inform the Architect of any proposed modifications to the structure that involves cutting or patching of concrete, masonry, steel, or wood in the project.

1.20 IDENTIFICATION

A. Install nameplates on electrical equipment including:
   1. Individual circuit breakers on switchboards, distribution panelboards and motor control centers.
   2. Motor starters.
   3. Pilot lights, selector switches, overload resets, timers and other pilot control devices.
   4. Panelboards, switchboards, motor control centers, transformers, control cabinets and other major equipment.
   5. Disconnect switches, time switches, contactors, relays and other miscellaneous equipment enclosures.
   6. Light switches for which the control functions are not evident.
   7. Provide labeling on receptacles and light switches which describe the source panel and circuit number. Use clear adhesive label with typed text. Example, "EH-3", that is panel "EH" circuit 3.

B. Describe item, control function of sequence or operation on each nameplate, as applicable.

1.21 TESTS AND REPORTS

A. The Contractor shall prepare and perform Acceptance Tests and visual and mechanical inspections and electrical tests on all affected electrical systems and equipment to prove they perform satisfactorily in all modes of operation. This is in addition to any other testing required by other specifications. Prepare Acceptance Test Procedures for all systems and submit to the Owner for review and approval. Submit at least two weeks before the planned testing.

B. Perform routine insulation-resistance, continuity, equipment settings and rotation tests for all affected distribution and utilization equipment prior to and in addition to tests performed by the testing firm specified herein. Prepare inspection and test reports for all equipment as specified herein and submit to the Owner for review and approval. Submit at least two weeks before the planned testing. Perform these inspections and test prior to or as part of system Acceptance Testing. Examples include:
   1. Grounding systems, for resistance to earth. Provide additional grounding electrodes if main service or separately derived system ground resistance exceed 5 ohms.
   2. Motor circuits with motor disconnected, for resistance to ground.
   3. Control circuits for resistance to ground.
   4. Lighting circuits, for resistance to ground.
   5. Power feeders, for resistance to ground.
   6. Switchboards, Motor Control Centers for resistance to ground.:
   7. Main bus, power and control circuits, for resistance to ground.
      a. Check connection; tighten if necessary.
      b. Operation of each device.
      c. Set relays and trip settings in accord with the reviewer's directions.
      d. Check thermal overload heaters for size and reset operation.
   8. Prior to energization of equipment, check the insulation resistance of listed circuits, with a 500-volt "Megger".
   9. Set circuit protective devices to provide proper long-time, short-time and ground-fault tripping coordination
   10. Coordinate phase rotation of all motors with installer to ensure proper direction of rotation. List motor data:
      a. Item of equipment.
      b. Nameplate data.
      c. Overload heater catalog number and rating.

1.22 DEMONSTRATIONS

A. After testing and final inspection, demonstrate operation of all affected systems and equipment to Owner.

B. Arrange date of test with Owner.

C. Advise the manufacturers' representative to be present when required.

D. Instruct Owner's personnel in operation, adjustment and maintenance of equipment and systems, using the operation and maintenance data as the basis of instruction.

1.23 GUARANTEE

A. Guarantee the electrical work against defects in work or materials for one year after filing of Notice of Completion.

B. Undertake repairs within 24 hours after notice from the Owner.

C. If the operation of the electrical system fails to conform to Division 26 requirements, approved submittals, or operation and maintenance manuals, the Owner may operate the electrical system without liability to Owner. Repair or replace defective or unsatisfactory equipment or systems.

1.24 QUALITY ASSURANCE

A. Maintain at the project site a copy of each referenced document that prescribes execution requirements.

B. Operational Test:
   1. Perform an operational test to assure that the electrical equipment installation complies with all requirements of the Specifications. Test shall be made in the presence of the Owner.
   2. If any part of the system fails the test, it must be corrected and the test repeated until it satisfactorily passes the test.

C. Training:
   1. Provide manufacturer's system training necessary for the Owner's personnel. The scope of training should include training sequences available at the job site.
   2. The number of persons attending the system training courses shall be determined by the Owner's Representative. The training at the job site shall be provided prior to system approval by the Owner's Representative.
   3. System operating training shall be given by an experienced and competent manufacturer's representative competent with the electrical system.
   4. Provide training per manufactures instruction.
   5. Provide a minimum amount of training:
      a. Lighting and lighting controls; 4 hours
      b. Generator and ATS; 4 hours
      c. UPS and bypass; 2 hours
      d. Public address system; 4 hours
      e. Fire detection and Alarm; 4 hours
      f. EV charging equipment; 2 hours
      g. Circuit breaker and multipoint metering; 2 hours

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 EQUIPMENT MOUNTING SEISMIC CRITERIA

A. Brace or anchor all electrical equipment to resist a horizontal force acting in any direction using the criteria of Section 1613 and 1615, California Building Code, Title 24, Part 2.

B. Simultaneous vertical force - use 1/3 by horizontal force.

C. Where anchorage details are not shown on the drawings, the field installation shall be subject to the approval of the Architect.

END OF SECTION

SECTION 26 05 19
LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 GENERAL

1.01 SUMMARY

A. The work required under this section of the specifications consists of furnishing, installing and connecting the building wiring system, 600 volts and below. Exterior branch circuit wiring and feeder conductors extended beyond the building are included. Wiring systems for communication and alarm systems are not included in this section unless specified to be included, by reference, in the respective specification sections for alarm and communication systems.

1.02 DESCRIPTION

A. This section describes requirements for wire and cable.

1.03 RELATED WORK

A. Section 26 01 00: General Requirements for Electrical Work.

1.04 REFERENCE STANDARDS

A. NETA STD ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems; International Electrical Testing Association; 2009.

1.05 SUBMITTALS

A. Procedure: Submit under provisions of Section 01 30 00 - Administrative Requirements and Section 01 60 00 - Product Requirements.

B. Provide submittals for items listed documenting compliance with specification requirements.

C. Product Data:
   1. Electrical Materials: Manufacturer’s current published catalog sheets.

PART 2 PRODUCTS

2.01 CONDUCTOR AND CABLE GENERAL REQUIREMENTS

A. Provide products that comply with requirements of California Electrical Code.

B. Provide products listed, classified, and labeled as suitable for the purpose intended.

C. Provide conductors and cables with lead content less than 300 parts per million.

D. Provide new conductors and cables manufactured not more than one year prior to installation.

E. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, etc. as required for a complete operating system.

F. Comply with NEMA WC 70.

G. Comply with FS A-A-59544 where applicable.

H. Thermoplastic-Insulated Conductors and Cables: Listed and labeled as complying with UL 83.

I. Thermoset-Insulated Conductors and Cables: Listed and labeled as complying with UL 44.

J. Conductors for Grounding and Bonding: Also comply with Section 26 05 26.

K. Conductors and Cables Installed in Cable Tray: Listed and labeled as suitable for cable tray use.

L. Conductors and Cables Installed Where Exposed to Direct Rays of Sun: Listed and labeled as sunlight resistant.

M. Conductors and Cables Installed Exposed in Spaces Used for Environmental Air (only where specifically permitted): Plenum rated, listed and labeled as suitable for use in return air plenums.

N. Conductor Material:
   1. Provide copper conductors only. Aluminum conductors are not acceptable for this project. Conductor sizes indicated are based on copper.
   2. Provide copper conductors except where aluminum conductors are specifically indicated. Substitution of aluminum conductors for copper is not permitted. Conductor sizes indicated are based on copper unless specifically indicated as aluminum. Conductors designated with the abbreviation "AL" indicate aluminum.
   3. Provide copper conductors except where aluminum conductors are specifically indicated or permitted for substitution. Conductor sizes indicated are based on copper unless specifically indicated as aluminum. Conductors designated with the abbreviation "AL" indicate aluminum.
      a. Where aluminum conductors are substituted for copper, comply with the following:
         1) Size aluminum conductors to provide, when compared to copper sizes indicated, equivalent or greater ampacity and equivalent or less voltage drop.
         2) Increase size of raceways, boxes, wiring gutters, enclosures, etc. as required to accommodate aluminum conductors.
   4. Copper Conductors: Soft drawn annealed, 98 percent conductivity, uncoated copper conductors complying with ASTM B3, ASTM B8, or ASTM B787/B787M unless otherwise indicated.
   5. Tinned Copper Conductors: Comply with ASTM B33.
   6. Aluminum Conductors (only where specifically indicated or permitted for substitution): AA-8000 series aluminum alloy conductors recognized by ASTM B800 and compact stranded in accordance with ASTM B801 unless otherwise indicated.

O. Conductor Color Coding:
   1. Color code conductors as indicated unless otherwise required by the authority having jurisdiction. Maintain consistent color coding throughout project.
   2. Color Coding Method: Integrally colored insulation.
   3. Color Code:
      a. Equipment Ground, All Systems: Green.

2.02 NONMETALLIC-SHEATHED CABLE

A. Manufacturers:
   1. Cerro Wire LLC: www.cerrowire.com/#sle.
   2. Encore Wire Corporation: www.encorewire.com/#sle.
   3. Southwire Company: www.southwire.com/#sle.
   4. Substitutions: See Section 01 60 00 - Product Requirements.

B. Description: NFPA 70, Type NM multiple-conductor cable listed and labeled as complying with UL 719, Type NM-B.

C. Conductor Stranding:
   1. Size 10 AWG and Smaller: Solid.
   2. Size 8 AWG and Larger: Stranded.

D. Insulation Voltage Rating: 600 V.

2.03 SERVICE ENTRANCE CABLE

A. Manufacturers:
   1. Copper Service Entrance Cable:
      a. Cerro Wire LLC: www.cerrowire.com/#sle.
      b. Encore Wire Corporation: www.encorewire.com/#sle.
      c. Southwire Company: www.southwire.com/#sle.
   2. Aluminum Service Entrance Cable:
      a. Encore Wire Corporation: www.encorewire.com/#sle.
      b. General Cable Technologies Corporation: www.generalcable.com/#sle.
      c. Southwire Company: www.southwire.com/#sle.

d. Stabiloy, a brand of General Cable Technologies Corporation: www.stabiloy.com/#sle.

B. Service Entrance Cable for Above-Ground Use: NFPA 70, Type SE multiple-conductor cable listed and labeled as complying with UL 854, Style R.

C. Service Entrance Cable for Underground Use: NFPA 70, Type USE single-conductor cable listed and labeled as complying with UL 854, Type USE-2, and with UL 44, Type RHH/RHW-2.

D. Conductor Stranding: Stranded.

E. Insulation Voltage Rating: 600 V.

F. Diesel locomotive cable: 1000V.

2.04 ARMORED CABLE

A. Manufacturers:
1. AFC Cable Systems Inc: www.afcweb.com/#sle.
2. Encore Wire Corporation: www.encorewire.com/#sle.
3. Southwire Company: www.southwire.com/#sle.

B. Description: NFPA 70, Type AC cable listed and labeled as complying with UL 4, and listed for use in classified firestop systems to be used.

C. Conductor Stranding:
1. Size 10 AWG and Smaller: Solid.
2. Size 8 AWG and Larger: Stranded.

D. Insulation Voltage Rating: 600 V.

E. Insulation: Type THHN.

F. Grounding: Combination of interlocking armor and integral bonding wire.

G. Armor: Steel, interlocked tape.

2.05 METAL-CLAD CABLE

A. Manufacturers:
1. AFC Cable Systems Inc: www.afcweb.com/#sle.
2. Encore Wire Corporation: www.encorewire.com/#sle.
3. Southwire Company: www.southwire.com/#sle.

B. Description: NFPA 70, Type MC cable listed and labeled as complying with UL 1569, and listed for use in classified firestop systems to be used.

C. Conductor Stranding:
1. Size 10 AWG and Smaller: Stranded.
2. Size 8 AWG and Larger: Stranded.

D. Insulation Voltage Rating: 600 V.

E. Insulation: Type THHN, THHN/THWN, or THHN/THWN-2.

F. Grounding: Full-size integral equipment grounding conductor.

G. Armor: Steel, interlocked tape.

2.06 POWER AND CONTROL TRAY CABLE

A. Manufacturers:
1. Encore Wire Corporation: www.encorewire.com/#sle.
2. General Cable Technologies Corporation: www.generalcable.com/#sle.
3. Okonite: www.okonite.com/#sle.
4. Southwire Company: www.southwire.com/#sle.

B. Description: NFPA 70, Type TC cable listed and labeled as complying with UL 1277.

C. Conductor Stranding: Stranded.

D. Insulation Voltage Rating: 600 V.

E. Insulation: Type XHHW or XHHW-2.

F. Grounding: Full-size integral equipment grounding conductor.

G. Jacket: PVC or Chlorinated Polyethylene (CPE).

2.07 WIRE AND CABLE

A. Conductor: Insulated copper, individual conductors, 98 percent conductivity, stranded.
   1. Power conductors, #12 AWG, minimum to 750 MCM, stranded.

B. Insulation:
   1. Rated 600 volts as follows:
   2. 90 DEG. Celcius

Item	Size (AWG)	Insulation Type
Branch Circuits (dry and damp locations)	#12 to #4/0	THHN
Branch Circuits (wet)	#12 to #4/0	THWN-2 (Okonite for #12-10, or equal)
Fixture Taps (dry & damp)	#12	THHN
Feeders (dry & damp)	#12 to #750 MCM	THHN
Feeders (wet)	#12 to #750 MCM	RHW-2, USE-2, THWN-2 XHHW-2
Controls (dry & damp)	#14 to #10	THHN
Controls (wet)	#14 to #10	THWN-2 (Okonite or equal)

   3. Rated 1000 volts as follows:
   4. 90 DEG. Celsius

Item	Size (AWG)	Insulation Type
Feeders (wet)	#12 to #777.7 MCM	RHH/RHW-2

2.08 WIRE CONNECTIONS

A. Connect wire to binding post screw, stud, bolt or bus as follows:
   1. #10 AWG and smaller conductors, compression type, nylon, self-insulated grip spade lugs, T & B "Sta-Kon", Buchanan "Termend", Panduit "Pan-Term", or equal.
   2. #8 AWG to #750 MCM copper conductors, solderless lug type mechanical copper connectors, with hex-head or allen type compression set screws with configuration to suit application, Burndy "QA", or equal.
   3. #8 AWG to #777.7 MCM copper conductors, compression. Burndy YA-L,YA-L-TC series or equal

B. Conductor Taps:
   1. #12 through #750 copper conductors, mechanical type for stranded copper wire. Burndy: KS,KS3,KVS,KVSW,QPX, or equal.
   2. #12- #4/0 copper conductors, compression C type, Burndy YC-C series or equal.
   3. #4- #777.7 MCM cooper conductors, compression T type, Burndy YST or equal

C. Splice wire as follows:
   1. #10 AWG and smaller conductors, twist-on solder-less, insulated spring connectors, 3M "Scotchloks", T & B "Piggys" or equal.
   2. #8 AWG to #777.7 MCM copper conductors, two-way connectors. Burndy: AMS or equal.

3. #8 AWG to #777.7 MCM copper conductors, compression connectors: Burndy: YS-L,YS,YS-T series or equal
4. Underground applications-Splice in underground pull box. Apply cast resin splice kit. 3M:85 Series or equal.

D. Size, install and tighten wire terminal and splice connectors in accordance with manufacturer's instructions using only the manufacturer's recommended tooling. Copper connectors shall be used for copper conductors. Aluminum connectors shall be used for aluminum conductors.

2.09 TAPE

A. Wire Splices: Vinyl plastic electrical tape, 8.5-mil and 4.0-mil, Scotch 33.

B. Conduit Wrapping: 10-mil vinyl wrapping tape, Manville, Minnesota Mining and Manufacturing Company.

2.10 WIRING ACCESSORIES

A. Identify conductors with self-adhesive vinyl cloth markers, sized to fit the conductor insulation, with machine printed black marking, W.H. Brady, Thomas and Betts, or equal.

PART 3 EXECUTION

3.01 INSULATED CONDUCTORS AND CABLE

A. Install all wiring in raceway system, except where conductors are indicated or specified not to be installed in raceway. Any conductors found to be damaged or defective, including insulation damaged during installation, shall be removed and replaced at no expense to the Owner.
   1. Pull conductors into raceway simultaneously where more than one is being installed in the same raceway.
   2. Use UL listed pulling compound or lubricant where necessary to reduce cable pulling tension below the manufacturer's recommended levels. Compound used shall not deteriorate conductor or insulation.
   3. Use pulling means, including fish tape, cable rope, or basket-weave wire/cable grips that will not damage cable or raceway.

B. Connect all conductors. Torque each terminal connection to the manufacturers recommended torque value. A calibrated torquing tool shall be used to insure proper torque application

C. Conductors shall be tested to be continuous and free of short circuits and grounds.

D. Maintain phase rotation established at service equipment throughout entire project

E. Group and tie with cable ties (T & B "Ty-Rap", or equal) all conductors within all enclosures, i.e., panels, motor controllers, equipment cabinets, switchboards, etc.

F. Make splices in conductors only within junction boxes, wiring troughs and other enclosures as permitted by the California Electrical Code. Do not splice conductors in pull boxes, panel boards, safety switches, switchboard, switchgear, motor control center, or motor control enclosures.

G. Support conductors installed in vertical raceways at intervals not exceeding those distances indicated in the California Electrical Code. Support conductors in pull boxes with bakelite wedge type supports or "Kellem" grips or equal, provided for the size and number of conductors in the raceway. Do not splice conductors in pull boxes used for vertical cable supports unless written permission for splicing is obtained.

H. Make connections between fixture junction box and fixture with fixture wire.

I. Control, communications or signal conductors shall be installed in separate raceway systems from branch circuit or feeder raceway, unless indicated otherwise on the drawings.

J. Conductor lengths for parallel circuits shall be equal. Do not configure isolated phasing in separate conduits for parallel conductors.

K. Install a minimum of 12” (300 mm) of slack conductor at each outlet.

L. Thoroughly clean conductors prior to installing lugs and connectors.

M. Secure portable cables in accordance with the CEC. Install strain relief devices to prevent tension on terminations if cable is pulled. Install cable grips on drops and connect to outlet box or structure. Leave slack cable loop at drop point.

N. Color code conductors by phase sequence A-B-C when looking into the front of the equipment from left-to-right, top-to-bottom or front-to-back. Provide conductors with the appropriate phase color or mark conductors with a minimum of 6 inches of phase tape on ends connected to terminals. Phase code conductors as listed:

Voltage	Phase A	Phase B	Phase C	Neutral	Ground
120/208	Black	Red	Blue	White	Green
277/480	Brown	Orange	Yellow	Grey	Green
120/240	Black	Orange	Blue	White	Green

O. Identify all conductors with their respective circuit numbers at all boxes and terminals.

P. Connections:
1. Use twist-on solder-less connectors for splicing receptacle and lighting circuits #10 AWG wire size and smaller.
2. Splice #12 and #10 AWG stranded conductors with compression connectors.
3. Terminate conductors at motors with bolted connections, insulated with plastic tape.
4. For conductor taps #8 through #777.7 MCM, provide mechanical copper connectors.
5. For splices larger than #10 AWG, insulate and smooth the splice with insulation putty, tape with one half-lapped layer of 8.5-mil vinyl plastic electrical tape and two half-lapped layers of 7.0-mil vinyl plastic electrical tape.
6. Use cast resin epoxy splices for splices in underground pullboxes.
7. Wrap all wire and cable operating at 480 volts AC or more with electric arc and fireproofing tape where wires are installed with other wires or cables.

END OF SECTION

SECTION 26 05 26
GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 RELATED REQUIREMENTS

A. Section 26 05 19 - Low-Voltage Electrical Power Conductors and Cables: Additional requirements for conductors for grounding and bonding, including conductor color coding.
   1. Includes oxide inhibiting compound.

B. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.

1.02 REFERENCE STANDARDS

A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.

B. NEMA GR 1 - Grounding Rod Electrodes and Grounding Rod Electrode Couplings; 2007.

C. NETA ATS - Acceptance Testing Specifications for Electrical Power Equipment and Systems; 2013.

D. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

E. UL 467 - Grounding and Bonding Equipment; Current Edition, Including All Revisions.

1.03 SUMMARY

A. This section describes requirements for grounding of the power and communications systems.

1.04 DESCRIPTION

A. Provide all equipment and materials for a complete grounding system.
   1. Power System Grounding.
   2. Communications System Grounding.
   3. Electrical Equipment and Raceway Grounding and bonding.

1.05 RELATED REQUIREMENTS

A. Section 26 01 00: General Requirements for Electrical Work.

1.06 REFERENCE STANDARDS

A. National Electrical Manufacturers Association (NEMA).

B. American National Standards Institute (ANSI).

PART 2 PRODUCTS

2.01 GROUNDING AND BONDING REQUIREMENTS

A. Existing Work: Where existing grounding and bonding system components are indicated to be reused, they may be reused only where they are free from corrosion, integrity and continuity are verified, and where acceptable to the authority having jurisdiction.

B. Do not use products for applications other than as permitted by NFPA 70 and product listing.

C. Unless specifically indicated to be excluded, provide all required components, conductors, connectors, conduit, boxes, fittings, supports, accessories, etc. as necessary for a complete grounding and bonding system.

D. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

2.02 GROUNDING AND BONDING COMPONENTS

A. General Requirements:
   1. Provide products listed, classified, and labeled as suitable for the purpose intended.
   2. Provide products listed and labeled as complying with UL 467 where applicable.

B. Conductors for Grounding and Bonding, in Addition to Requirements of Section 26 05 26:

1. Use insulated copper conductors unless otherwise indicated.
   a. Exceptions:
      1) Use bare copper conductors where installed underground in direct contact with earth.
      2) Use bare copper conductors where directly encased in concrete (not in raceway).

C. Connectors for Grounding and Bonding:
   1. Description: Connectors appropriate for the application and suitable for the conductors and items to be connected; listed and labeled as complying with UL 467.
   2. Unless otherwise indicated, use exothermic welded connections for underground, concealed and other inaccessible connections.
   3. Unless otherwise indicated, use mechanical connectors, compression connectors, or exothermic welded connections for accessible connections.

D. Ground Bars:
   1. Description: Copper rectangular ground bars with mounting brackets and insulators.
   2. Size: As indicated.
   3. Holes for Connections: As indicated or as required for connections to be made.

E. Ground Rod Electrodes:
   1. Comply with NEMA GR 1.
   2. Material: Copper-bonded (copper-clad) steel.
   3. Size: 3/4 inch (19 mm) diameter by 10 feet (3.0 m) length, unless otherwise indicated.

F. Pre-Fabricated Signal Reference Grids:
   1. Description: Factory pre-fabricated grid manufactured from 2 inch wide (50 mm wide), 26 gage, flat copper strips spaced on 24 inch (610 mm) centers, factory-welded at each crossover.
   2. Low Impedance Risers: Factory fabricated 2 inch wide (50 mm wide), 26 gage, flat copper strips designed for connecting equipment enclosures to pre-fabricated signal reference grid.

G. Oxide Inhibiting Compound: Comply with Section 26 05 19.

2.03 ACCEPTABLE MANUFACTURERS

A. Thomas and Betts Appleton, Raco, Oz Gedney, Blackburn, or approved equal.

2.04 MATERIALS

A. Ground Clamp: Water pipe connection, bronze two piece with serrated jaws, lug sized for grounding electrode conductor.

B. Connectors, Compression Type: Bronze or Copper, pretreated with conductive paste, sized for conductor to which applied.

C. Connectors, Exothermic Weld Type: Powder actuated weld. Bond made through exothermic reaction producing molten copper from premixed copper oxide and aluminum powder. Form bond in mold or crucible.

2.05 SECONDARY GROUNDING SYSTEM

A. The main grounding system shall consist of bare copper ground wires connected to a UFER ground placed below the bottom of the structural slab. The grounding system shall include, but is not limited to ground cables, fittings, connectors and all other devices and material as required to render the system complete and meet the requirements of California Electrical Code (CEC) Article 250. Connect grounding system to all building columns.

B. Except where specifically indicated otherwise, all exposed non-current carrying metallic parts of electrical equipment, metallic raceways systems, grounding conductor in nonmetallic raceways and neutral conductor of the wiring system shall be grounded. The ground connection shall be made at the main service equipment of each service and shall be extended to all required components of CEC Article 250.

2.06 COMMUNICATIONS GROUNDING SYSTEM

A. All intermediate distribution frame (IDF) and main distribution frame (MDF) rooms shall have a Telecommunication Ground Bus Bar installed. Refer to drawings for specific size and assembly.

B. The telecommunication service entrance MDF, shall have a minimum of a #2 AWG conductor with green outer sheath installed to the Telecommunication Ground Bus Bar located in the room.

C. Except where specifically indicated otherwise, all facility MDFs shall have a minimum of a #4 AWG conductor with green outer sheath installed to the Telecommunication Ground Bus Bar located in each room.

D. Except where specifically indicated otherwise, all facility IDFs shall have a minimum of a #6 AWG conductor with green outer sheath installed to the Telecommunication Ground Bus Bar located in each room.

2.07 GENERAL BRANCH CIRCUITS GROUNDING

A. All grounding conductor wire shall be insulated green copper conductors.

B. All conduit bushings shall be grounding type.

C. All grounding connections shall be made with solderless lugs and nonferrous hardware.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that work likely to damage grounding and bonding system components has been completed.

B. Verify that field measurements are as indicated.

C. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

B. Perform work in accordance with NECA 1 (general workmanship).

C. Ground Rod Electrodes: Unless otherwise indicated, install ground rod electrodes vertically. Where encountered rock prohibits vertical installation, install at 45 degree angle or bury horizontally in trench at least 30 inches (750 mm) deep in accordance with NFPA 70 or provide ground plates.
   1. Outdoor Installations: Unless otherwise indicated, install with top of rod 6 inches (150 mm) below finished grade.
   2. Indoor Installations: Unless otherwise indicated, install with 4 inches (100 mm) of top of rod exposed.

D. Make grounding and bonding connections using specified connectors.
   1. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors. Do not remove conductor strands to facilitate insertion into connector.
   2. Remove nonconductive paint, enamel, or similar coating at threads, contact points, and contact surfaces.
   3. Exothermic Welds: Make connections using molds and weld material suitable for the items to be connected in accordance with manufacturer's recommendations.
   4. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.
   5. Compression Connectors: Secure connections using manufacturer's recommended tools and dies.

E. Identify grounding and bonding system components in accordance with Section 26 05 53.

3.03 FIELD QUALITY CONTROL

A. See Section 01 40 00 - Quality Requirements, for additional requirements.

B. Inspect and test in accordance with NETA ATS except Section 4.

C. Perform inspections and tests listed in NETA ATS, Section 7.13.

D. Perform ground electrode resistance tests under normally dry conditions. Precipitation within the previous 48 hours does not constitute normally dry conditions.

E. Investigate and correct deficiencies where measured ground resistances do not comply with specified requirements.

F. Submit detailed reports indicating inspection and testing results and corrective actions taken.

3.04 INSTALLATION OF THE MAIN SERVICE ENTRANCE GROUND

A. Provide a main service entrance grounding system with cables, connections, and ground buses as shown on the drawings and specified. Provide all necessary materials and testing of the grounding system.

B. Where available the incoming water service, sprinkler system piping, building steel, UFER ground mat, footing electrode ground rod, and grounding ring encircling the building shall all be bonded together to form a grounding electrode system per CEC Section 250.

C. Install the grounding system to obtain a ground resistance of the grounding grid not to exceed 5 ohms. Provide testing of the ground grid to obtain a ground resistance rating. If the resistance exceeds 5 ohms, contact the Owner's representative for review of installation and additional procedures.

3.05 UFER GROUND SYSTEM

A. UFER Ground System shall consist of a bare service ground copper ground conductor connected to a UFER ground placed below the bottom of the structural slab in contact with the earth.

B. UFER Ground Mat: Form a continuous conductor mat by serpentining No. 500 MCM bare copper conductor of minimum length 60 feet in the bottom of the structure foundation footing. The maximum resistance of the ground mat shall not exceed 5 ohms under normally dry conditions. If this ground resistance cannot be obtained with the 60 feet of mat conductor, additional mat shall be installed in contact with the earth in the bottom of the structural foundation.

3.06 TELECOMMUNICATION GROUND SYSTEM

A. Provide a separate grounding schematic diagram in accordance with Telecommunications Industry Association (TIA)/ Electronic Industries Alliance (EIA)-606 Administration Standard guidelines for telecommunication system.

3.07 GENERAL BRANCH CIRCUITS AND FEEDERS

A. All conduit systems, equipment housings, material housings, junction boxes, cabinets, motors, ducts, wireways, cable trays, light fixtures, portable equipment and all other conductive surfaces shall be solidly grounded in accordance with the California Electrical Code to form a continuous, permanent and effective grounding system.

B. Install a separate green grounding conductor in all conduits, including feeder, branch circuit, and flexible; both metallic and non-metallic. The conduit systems shall not be used as the system equipment grounds. Size all grounding conductors per CEC Article 250 unless a larger ground is indicated on the drawings.

C. All panelboards, junction boxes, pullboxes, wireways and equipment enclosures shall be bonded to the conduit systems.

D. All building expansion joints shall be bonded.

E. Isolated ground receptacles shall have both an isolated ground conductor and a separate equipment grounding conductor.

3.08 MOTOR CIRCUITS

A. All motor circuits shall have a ground wire pulled with the phase conductors. The ground wire shall be extended from the panel ground bus and shall be bonded at all junction boxes, pullboxes, disconnect switches, controllers, motor connection boxes, and motor frames. Each motor with a Variable Frequency Drive (VFD) controller shall have a dedicated grounding conductor. Ground these motors back through the VFD controller as recommended by the drive manufacturer to eliminate radio frequency interference. Also, the wiring between the VFD controller and the motor shall be in a dedicated conduit.

3.09 SEPARATELY DERIVED SOURCES

A. All secondary neutrals for the 120/208-volt wye services of dry type transformers shall be grounded to building steel. Connection shall be made with cable sized according to Table 250-94(a) of the California Electrical Code. Extend separately derived insulated ground to the transformer in rigid steel conduit.

3.10 EQUIPMENT ROOM GROUND TERMINAL BAR

A. Mount bar by anchors and bolts using 1-1/2-inch-long segments of 1/2 inch rigid conduit as spacer between bar and wall. Use a minimum of two supports, 18 inches on center. Connect all grounding electrode system conductors, system enclosure ground bus, and other indicated electrode systems to the terminal bar. Each telecom/his room shall have a ground bar with a minimum of six lugs or screws. Interconnect telecom/his ground bars to building steel with No. 6 AWG insulated copper conductor.

3.11 FLEXIBLE RACEWAY GROUNDING

A. Install a ground conductor inside all flexible raceways (e.g. flexible steel, liquid tight). Bond the conductor to the enclosure or ground bus in the nearest box or access on either side of the flexible section. Size conductor as specified, indicated or required by code, whichever is larger.

3.12 GENERAL GROUNDING REQUIREMENTS

A. All ground connectors shall be bronze of the clamp type. All clamp accessories such as bolts, nuts, and washers shall also bronze to assure a permanent corrosion-resistant assembly. Connector shall be as manufactured by Burndy Engineering Company, Ilsco Corporation, or equal. Make connections easily accessible for inspection, underground or concealed in floors or walls.

B. All ground cable splices, joints, and connections to ground rods shall be made with an exothermic welding process which shall provide a weld with current-carrying capacity not less than that of the conductors welded. Soldered connections shall not be used.

C. All ground wire shall be insulated, unless otherwise indicated on the Drawings, extra flexible stranded copper cables. Grounding cables installed in earth shall be laid slack.

D. Neutrals throughout the system shall be solidly grounded.

E. Lighting and power panelboards shall be grounded by connecting a grounding conductor to the grounding stud and to the incoming and outgoing feeder conduits grounding bushings. Each grounding-type bushing shall have the maximum ground wire accommodation available in standard manufacturer for the particular conduit size. Connection to the bushing shall be with wire of this maximum size.

F. The equipment for the fire protection alarm system shall have its grounding terminal connected to the ground lug on the panelboard serving the system by means of a #6 green coded insulated conductor, run in 3/4-inch steel conduit, utilizing a ground clamp.

END OF SECTION

SECTION 26 05 34
CONDUIT FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SUMMARY

A. This section describes requirements for conduit raceways.

1.02 RELATED WORK

A. Section 26 01 00: General Requirements for Electrical Work.

B. Section 26 05 26: Grounding and Bonding.

C. Section 26 05 29: Hangers and Supports for Electrical Systems

D. Section 27 10 05: Structured Cabling for Voice and Data

1.03 REFERENCE STANDARDS

A. American National Standards Institute (ANSI):
   1. C80.1 Specification for Rigid Steel Conduit, Zinc Coated
   2. C80.3 Specification for Electrical Metallic Tubing, Zinc Coated

B. National Electrical Manufacturers Association (NEMA):
   1. TC 2 Electrical Plastic Tubing (EPT), Conduit (EPC-40 and EPC-80) and Fittings

C. Underwriters Laboratories, Inc. (UL):
   1. 1242 Intermediate Metal Conduit

D. Federal Specifications:
   1. WW-C-581E Conduit, Metal Electrical Conduit. Steel, Zinc Coated

1.04 SUBMITTALS

A. Provide submittals for items listed documenting compliance with specification requirements.
   1. Product Data.
   2. Electrical Materials: Manufacturer’s current published catalog sheets.

PART 2 PRODUCTS

2.01 RACEWAYS

A. Rigid Steel Conduit:
   1. ANSI C80.1, minimum size 3/4 inch.
   2. Threaded fittings, galvanized.
   3. Locknuts, 3/4 inch to 1-1/2-inch, heavy nut steel.
   4. Locknuts, 1-1/2 inch and larger, malleable iron.
   5. Insulated bushings, malleable iron, plastic or nylon insert, OZ "IBC" series, Efcor "56" series, Appleton "GIB" series or equal.
   6. Three-piece conduit couplings, malleable iron, T & B "Erickson", Appleton "EC" series, OZ "4" series, or equal.

B. Intermediate Metal Conduit (IMC):
   1. Conform to UL 1242 and Federal Specification WW-C-581E, minimum size 3/4 inch.
   2. Fittings: As specified for rigid steel conduit.

C. Electrical Metallic Tubing (EMT):
   1. Galvanized rolled steel ANSI C80.3.
   2. Fittings to 2-inch, rain-tight compression gland, steel, plated with zinc or cadmium, for wet locations and setscrew steel for dry locations.
   3. Couplings, to 2-inch:
      a. Compression type: OZ "6050S" series, T & B "5120" series, Efcor "760" series, or equal.
      b. Setscrew type: OZ "5050S" series, Steel City "TK121" series, Efcor "730" series, or equal.

4. Connectors, insulated throat:
    a. Compression type: OZ "7050 ST" series, T & B "5123" series, Efcor "750B" Series, or equal.
    b. Setscrew type: OZ "4050 ST" series, Steel City "TC721" series, Efcor "720B" Series, or equal.
5. Couplings, 2-1/2 inch to 4-inch, set-screw, four screw, steel plated with zinc or cadmium, OZ "5250S" series, T & B "5042" series, Efcor "736" series, or equal.
6. Connectors, 2-1/2 inch to 4-inch, insulated throat, set-screw, two screw, plated with zinc or cadmium, Appleton "TW250 SI" series, Efcor "726B" series, or equal.
7. Adapter, EMT to rigid steel, zinc or cadmium plated malleable iron, OZ, T & B, Efcor, or equal.
8. Maximum size, 2 inch, except for Telephone, 4 inch.

D. Flexible Metal Conduit:
1. Fabricate from galvanized steel strip, minimum size 1/2 inch.
2. Connectors, T & B "Tite Bite", with insulated throat, or equal.
3. Length, no greater than 6 feet. Allow slack for movement of connected equipment.

E. Liquid-tight Flexible Metal Conduit:
1. Fabricate from galvanized steel strip, jacketed with PVC, minimum size 1/2 inch.
2. Straight connectors, cadmium plated steel or malleable iron, insulated throat and neoprene sealing ring, OZ "4Q-IT" series, T & B "5330" series, Efcor "11-B" series, or equal.
3. Angle connectors, cadmium plated steel or malleable iron, insulated throat and neoprene sealing ring, OZ, T & B, Efcor, or equal, comparable to straight connectors.
4. Hardware, cadmium plated steel.
5. Length, no greater than 6 feet. Allow slack for movement of connected equipment.

F. PVC Conduit:
1. Schedule 40, NEMA TC2, Type II underground installation.
    a. Minimum size, 1 inch.
    b. Elbows, Schedule 40, encased in concrete for sizes 2-inch and larger.
    c. Extensions above grade, rigid steel (exposed), EMT (concealed indoors).
    d. Adapters, PVC to rigid steel, threaded plastic.
2. Schedule 80, NEMA TC2, Type II underground installations for emergency circuits.
    a. Minimum size, 1 inch.
    b. Extensions above grade, rigid steel (exposed), EMT (concealed indoors).
    c. Adapters, PVC to rigid steel, threaded plastic.

PART 3 EXECUTION

3.01 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

B. Install conduit in a neat and workmanlike manner in accordance with NECA 1.

C. Conduit Support:
1. Secure and support conduits in accordance with CEC and Section 26 05 29 using suitable supports and methods approved by the authority having jurisdiction.
2. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.

D. Connections and Terminations:
1. Use suitable adapters where required to transition from one type of conduit to another.
2. Provide insulating bushings or insulated throats at all conduit terminations to protect conductors.
3. Secure joints and connections to provide maximum mechanical strength and electrical continuity.

E. Penetrations:

1. Do not penetrate or otherwise notch or cut structural members, including footings and grade beams, without approval of Structural Engineer.
2. Make penetrations perpendicular to surfaces unless otherwise indicated.
3. Provide sleeves for penetrations as indicated or as required to facilitate installation. Set sleeves flush with exposed surfaces unless otherwise indicated or required.
4. Conceal bends for conduit risers emerging above ground.
5. Seal interior of conduits entering the building from underground at first accessible point to prevent entry of moisture and gases.
6. Where conduits penetrate waterproof membrane, seal as required to maintain integrity of membrane.
7. Make penetrations for roof-mounted equipment within associated equipment openings and curbs where possible to minimize roofing system penetrations. Where penetrations are necessary, seal as indicated or as required to preserve integrity of roofing system and maintain roof warranty. Include proposed locations of penetrations and methods for sealing with submittals.
8. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 84 00.

F. Conduit Movement Provisions: Where conduits are subject to thermal expansion, provide expansion and expansion/deflection fittings to prevent damage to enclosed conductors or connected equipment. Where conduits are subject to seismic movement, provide 6 feet max. flex conduit with grounding fittings on each end bonded with #6 green wire. This includes, but is not limited to:
   1. Where conduits cross structural joints intended for expansion, contraction, or deflection (seismic expansion joint).

G. Condensation Prevention: Where conduits cross barriers between areas of potential substantial temperature differential, provide sealing fitting or approved sealing compound at an accessible point near the penetration to prevent condensation. This includes, but is not limited to:
   1. Where conduits pass from outdoors into conditioned interior spaces.
   2. Where conduits pass from unconditioned interior spaces into conditioned interior spaces.

H. Provide grounding and bonding in accordance with Section 26 05 26.

I. Hazardous (Classified) Locations: Where conduits cross boundaries of hazardous (classified) locations, provide sealing fittings located as indicated or in accordance with CEC.

3.02 ABOVE GROUND RACEWAY SYSTEMS

A. Install all wiring in raceways. Install raceway systems, including conduits, hangers and support channels parallel or perpendicular to structural members in accordance with Section 26 05 29 Hangers and 260502 Support. Coordinate location of raceway systems with other Divisions prior to commencing installation.

B. Rigid Steel Conduit: Suitable for use in all locations.

C. Intermediate Metal Conduit: As specified for rigid steel.

D. Electrical Metallic Tubing: Suitable for use in concealed dry locations, not in concrete, masonry, or underground, and suitable exposed, minimum 8 feet above finished floor.

E. Flexible Metal Conduit: Suitable for connection of recessed lighting fixtures, motors or other devices requiring flexible connections in dry locations.

F. Liquid-Tight Flexible Metal Conduit: Suitable for connection of motors and equipment in damp or wet locations.

G. Patient Care Areas In Healthcare Facilities:
   1. All branch circuits serving patient care areas shall be provided with a ground path for fault current by installation in a metal raceway system, or a cable having a metallic armor or sheath assembly.

2. The metal raceway system, metallic cable armor, or sheath assembly shall itself qualify as an equipment grounding return path. This equipment grounding return path is in addition to the equipment ground wire specified in Section 26 05 26, Grounding and Bonding.

H. Conduit Supports:
   1. Support all conduits at intervals per Chapter 3 of the CEC for the selected raceway type (not to exceed 10-feet).
   2. Support individual conduits with conduit hangers or clamp back and nest back, if required for entrance into the equipment.
   3. Support multiple conduits, 2 or more in parallel, with framing channel and pipe clamps.
   4. Spring steel fasteners may be used to fasten electrical metallic tubing to individual hanger wires, minimum #12 AWG, specifically used for hanging conduit, nothing else.

I. Conduit Bends:
   1. Provide no more than (3) 90-degree conduit bends or the equivalent number of smaller radius bends in any conduit run between boxes or equipment.
   2. Length of run: 400-feet maximum less 100-feet for each equivalent 90-degree bend.
   3. Fabricate bends and offsets with a hickey or conduit bender designed specifically for use with the type of conduit to be bent, or use factory made bend.
   4. Radius of Bends: Conduits 2" inside diameter or less the inside bend radius shall be at least 6 times the diameter. Conduits greater than 2" diameter the inside bend radius shall be at least 10 times the conduit diameter.

J. Cap conduits during construction to prevent entrance of foreign material.

K. Provide conduit-sealing bushings at conduit penetrations through exterior walls to seal against fluid and gas pressure around the conduit.

L. Fit all conduits that enter the enclosure of a switchboard, distribution panel, or motor control center with an insulated grounding bushing.

M. Install pull ropes in all empty conduits, #12 AWG in conduits 1 inch and smaller and 3/16-inch polypropylene rope in conduits 1-1/4 inch and larger.

3.03 UNDERGROUND RACEWAY SYSTEMS

A. Install all wiring in raceways. Coordinate location of raceway systems with other Divisions prior to commencing installation. Provide excavation, clearances from other utilities, encasing, trenching, boring, backfill, compaction, patching, per Division 31 Site Preparation. Provide conduits per drawings.

B. EXCAVATING AND BACKFILLING
   1. Excavate and backfill as required for installation of electrical work. Maintain all warning signs, barricades, flares and lanterns as required by the Safety Orders and local ordinances.
   2. Excavation: Dig trenches straight and true to line and grade, with bottom clear of any rock points. Support conduit for entire length on undisturbed original earth. Backfill: All backfill material shall be local material free of rubble, rubbish or vegetation. Trenches shall be backfilled and compacted to 90% of maximum dry density at optimum moisture content in layers not to exceed 6" when compacted.
   3. Minimum Coverage (depth) - Per CEC Table 300.5
   4. Area of Influence- Do not install conduits parallel to building footings in the area of influence. See structural drawings and specifications for the area of influence and the methods that conduits can cross a footing.
   5. Drain Slope- Underground conduit shall be installed such that a .125" per foot min. slope exists at all points of the run to allow drainange and prevent the accumulation of water. Provide a drain slope of greater than .125" per foot when extending conduit away from a building.
   6. Provide underground warning tape along entire conduit length.

C. CUTTING AND PATCHING

1. Provide necessary cutting and patching required to accomplish the work of Division underground 26. Restore all surfaces, roadways, sod, walks, curbs, walls, existing underground installation, etc., cut by installations to original condition in an acceptable manner.

D. Conduit Bends:
   1. Provide no more than (3) 90-degree conduit bends or the equivalent number of smaller radius bends in any conduit run between boxes or equipment.
   2. Length of run: 400-feet maximum less 100-feet for each equivalent 90-degree bend.
   3. Fabricate bends and offsets with a hickey or conduit bender designed specifically for use with the type of conduit to be bent, or use factory made bend.
   4. Radius of Bends: Conduits 2" inside diameter or less the inside bend radius shall be at least 6 times the diameter. Conduits greater than 2" diameter the inside bend radius shall be at least 10 times the conduit diameter.

E. CONCRETE DUCT BANK CONSTRUCTION
   1. Provide plastic spacers at maximum 5'-0" centers to maintain 3" spacing between conduits.
   2. Drive two reinforcing bars to anchor the conduits at 10'-0" centers to prevent floating during concrete pour.
   3. Provide 3" wide yellow “Electric Line”, T& B, Westline or equal plastic warning tape 18" above duct bank.
   4. Provide one warning tape for each 12" width of concrete duct bank or fraction thereof. Minimum ground
   5. Cover for concrete duct bank shall be 2'-6".

F. Rigid Steel Conduit: Suitable for use in all locations. Where used underground, wrap with no less than 2 layers of half-lapped 10 mil vinyl pipe wrapping tape, Manville, Minnesota Mining

G. PVC Conduit: Suitable for use underground, with a minimum of 18 inches of cover. Also suitable for use in concrete slabs (for healthcare facilities, use Schedule 80 PVC). Fabricate field bends with an approved thermal bender and jig. Maintain separation between conduits using plastic spacers specifically designed for the purpose.

H. Provide conduit-sealing bushings at conduit penetrations through exterior walls to seal against fluid and gas pressure around the conduit. Ducts shall be sealed to resist liquid and gas infiltration at all maintenance holes and building entrances.

I. Install pull ropes in all empty conduits, #12 AWG in conduits 1 inch and smaller and 3/16-inch polypropylene rope in conduits 1-1/4 inch and larger.

J. Fit PVC conduits that enter pullboxes and junction boxes with belled ends.

END OF SECTION

SECTION 26 05 37
BOXES FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SUMMARY

A. Provide electrical materials, installation and testing for the project improvements.

1.02 DESCRIPTION

A. This section describes requirements for outlet boxes.

1.03 RELATED WORK

A. Section 26 01 00: General Requirements for Electrical Work.

1.04 REFERENCE STANDARDS

A. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; National Electrical Manufacturers Association; 2007.

B. NEMA OS 1 - Sheet Steel Outlet Boxes, Device Boxes, Covers, and Box Supports; National Electrical Manufacturers Association; 2008.

C. NEMA OS 2 - Nonmetallic Outlet Boxes, Device Boxes, Covers and Box Supports; National Electrical Manufacturers Association; 2008.

D. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); National Electrical Manufacturers Association; 2008.

1.05 SUBMITTALS

A. Provide submittals for items listed documenting compliance with specification requirements.

B. Product Data:
   1. Electrical Materials: Manufacturer’s current published catalog sheets.

PART 2 PRODUCTS

2.01 BOXES

A. General Requirements:
   1. Do not use boxes and associated accessories for applications other than as permitted by NFPA 70 and product listing.
   2. Provide all boxes, fittings, supports, and accessories required for a complete raceway system and to accommodate devices and equipment to be installed.
   3. Provide products listed, classified, and labeled as suitable for the purpose intended.
   4. Where box size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
   5. Provide grounding terminals within boxes where equipment grounding conductors terminate.

B. Outlet and Device Boxes Up to 100 cubic inches (1,650 cu cm), Including Those Used as Junction and Pull Boxes:
   1. Use sheet-steel boxes for dry locations unless otherwise indicated or required.
   2. Use cast iron boxes or cast aluminum boxes for damp or wet locations unless otherwise indicated or required; furnish with compatible weatherproof gasketed covers.
   3. Use suitable concrete type boxes where flush-mounted in concrete.
   4. Use suitable masonry type boxes where flush-mounted in masonry walls.
   5. Use raised covers suitable for the type of wall construction and device configuration where required.
   6. Use shallow boxes where required by the type of wall construction.
   7. Do not use "through-wall" boxes designed for access from both sides of wall.
   8. Sheet-Steel Boxes: Comply with NEMA OS 1, and list and label as complying with UL 514A.

9. Cast Metal Boxes: Comply with NEMA FB 1, and list and label as complying with UL 514A; furnish with threaded hubs.
10. Boxes for Supporting Luminaires and Ceiling Fans: Listed as suitable for the type and weight of load to be supported; furnished with fixture stud to accommodate mounting of luminaire where required.
11. Boxes for Ganged Devices: Use multigang boxes of single-piece construction. Do not use field-connected gangable boxes unless specifically indicated or permitted.
12. Wall Plates: Comply with Section 26 27 26.

C. Cabinets and Enclosures, Including Junction and Pull Boxes Larger Than 100 cubic inches (1,650 cu cm):
1. Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E, or UL 508A.
2. NEMA 250 Environment Type, Unless Otherwise Indicated:
3. Junction and Pull Boxes Larger Than 100 cubic inches (1,650 cu cm):
a. Provide screw-cover or hinged-cover enclosures unless otherwise indicated.

D. Cast Boxes: NEMA FB 1, Type FD, cast feralloy. Provide gasketed cover by box manufacturer. Provide threaded hubs.

2.02 OUTLET BOXES

A. Construction: Deep drawn or fabricated interlocked flat pieces with welded tabs, electro-galvanized sheet steel with electro-galvanized hardware. Do not use sectional boxes.

B. Size: To accommodate the required number and sizes of conduits, wires, splices and devices but not smaller than the size indicated or specified.

C. Plaster Ring: Provide flush with wall or ceiling finish, except where otherwise indicated or specified.

D. Device Boxes: For single switches and receptacles, provide boxes not less than 4 inches square by 1-1/2 inches deep. For 2 devices, provide boxes not less than 4-11/16 inches square by 1-1/2 inches deep.

E. Telecommunications Boxes: No less than 4-11/16 inches square by 2 inches deep.

F. Special Mounting: In cabinets, tile, concrete block, brick, stone, wood or similar material, provide rectangular boxes with square corners and straight sides. For single devices, provide boxes 4 inches high by 2-1/2 inches wide by 3-3/8 inches deep. For 2 or more devices, provide multi-gang, non-sectional box with tile or masonry ring.

G. Lighting Fixtures: 4-inch octagon by 2-1/8-inch-deep, minimum. Fit boxes for surface or pendant mounted fixtures with 3/8-inch malleable iron fixture stud.

H. Attach device boxes with adjustable bar type hangers screw fastened to two stud/ceiling joists on both sides of box.

2.03 PULL AND JUNCTION BOXES

A. General: For all pull and junction boxes over 300 cubic inches, provide code gauge, sheet steel boxes which meet NEMA 1 standards for panelboard and terminal cabinet box construction, with screw type covers.

B. Ground Lug: Weld, before finish is applied, a grounding pad drilled for two bolted grounding lugs or two ground studs on the box interior.

C. Finish: Apply rust inhibiting prime coat and 2 coats of baked enamel, standard factory gray.

D. Hardware: Cadmium plated steel screws.

2.04 PRECAST CONCRETE BOXES

A. Provide high-density reinforced concrete pull and junction boxes with end and side knockouts as manufactured by Christy, Forni, Brooks, or approved equal. Fabricated boxes with non-settling shoulders to facilitate maintaining grade during backfilling. Unless noted otherwise, provide galvanized steel checker plate covers with hold-down bolts, identified as follows:

1. System Identification
2. Power - 600 volts or less Electrical
3. Power - 2300 volts Electrical (Provide high voltage warning sign per Title 8)

PART 3 EXECUTION

3.01 BOXES AND CABINETS

A. Place outlet boxes in a location as close to that shown on the plans as possible. Coordinate location of boxes with other Divisions.

B. Install wall mounted outlet boxes so that the distance from the centerline of the box to finished floor is as listed or indicated:
   1. Receptacles, + 1 foot-6 inches
   2. Telephone, + 1 foot-6 inches
   3. Data, + 1 foot-6 inches
   4. Switches, + 4 feet-0 inches

C. Install junction boxes with covers in concealed areas accessible after installation. Do not install junction boxes flush with finish walls or ceilings unless specifically approved by the Engineer.

D. Attach surface boxes with:
   1. Steel or malleable iron expansion anchors in concrete or solid masonry.
   2. Wood screws in wood.
   3. Toggle bolts in hollow walls or masonry.
   4. Machine screws, bolts or welded studs in steel.

E. Attach flush boxes with adjustable bar type hangers screw fastened to studs on both sides of the box.

END OF SECTION

SECTION 26 05 53
IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 DESCRIPTION

A. Extent of electrical identification work is as outlined by this specification.

B. Types of electrical identification work specified in this section include the following:
   1. Buried cable warnings.
   2. Electrical power, control and communication conductors.
   3. Operational instructions and warnings.
   4. Danger signs.
   5. Equipment/system identification signs.

C. Submit complete schedule with the shop drawings listing all nameplates and information contained thereon.

1.02 RELATED REQUIREMENTS

A. Section 26 01 00: General Requirements for Electrical Work.

1.03 QUALITY ASSURANCE

A. California Electrical Code (CEC) Compliance: Comply with CEC as applicable to installation of identifying labels and markers for wiring and equipment.

B. Underwriters Laboratories, Inc. (UL) Compliance: Comply with applicable requirements of UL Standard 969, "Marking and Labeling Systems", pertaining to electrical identification systems.

C. American National Standards Institute (ANSI) Compliance: Comply with applicable requirements of ANSI Standard A13.1, "Scheme for the Identification of Piping Systems".

D. National Electrical Manufacturer's Association (NEMA) Compliance: Comply with applicable requirements of NEMA Standard No's WC-1 and WC-2 pertaining to identification of power and control conductors.

1.04 SUBMITTALS

A. Product Data: Submit manufacturer's data on electrical identification materials and products.

B. Samples: Submit samples of each color, lettering style and other graphic representation required for each identification material or system.

PART 2 PRODUCTS

2.01 IDENTIFICATION REQUIREMENTS

A. Identification for Equipment:
   1. Use identification nameplate to identify each piece of electrical distribution and control equipment and associated sections, compartments, and components.
   2. Available Fault Current Documentation: Use identification label to identify the available fault current and date calculations were performed at locations requiring documentation by NFPA 70, including but not limited to the following.
      a. Service equipment.
      b. Industrial control panels.
      c. Motor control centers.
      d. Elevator control panels.
      e. Industrial machinery.

B. Identification for Conductors and Cables:
   1. Color Coding for Power Conductors 600 V and Less: Comply with Section 26 0519.
   2. Use identification nameplate or identification label to identify color code for ungrounded and grounded power conductors inside door or enclosure at each piece of feeder or branch-circuit distribution equipment when premises has feeders or branch circuits served by more than one nominal voltage system.

2.02 WARNING SIGNS AND LABELS

A. Comply with ANSI Z535.2 or ANSI Z535.4 as applicable.

B. Warning Signs:
   1. Materials:
   2. Minimum Size: 7 by 10 inches (178 by 254 mm) unless otherwise indicated.

C. Warning Labels:
   1. Materials: Use factory pre-printed or machine-printed self-adhesive polyester or self-adhesive vinyl labels; UV, chemical, water, heat, and abrasion resistant; produced using materials recognized to UL 969.
   2. Machine-Printed Labels: Use thermal transfer process printing machines and accessories recommended by label manufacturer.
   3. Minimum Size: 2 by 4 inches (51 mm by 102 mm) unless otherwise indicated.

2.03 ACCEPTABLE MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide electrical identification products of one of the following (for each type marker):
   1. Almetek,
   2. Brady, W.H. Company,
   3. Calipico Inc.,
   4. Cole-Flex Corporation,
   5. Direct Safety Company,
   6. George-Ingraham Corporation,
   7. Griffolyn Company,
   8. Ideal Industries, Inc.,
   9. LEM Products, Inc.,
   10. Markal Company,
   11. National Band and Tag Company,
   12. Panduit Corporation,
   13. Seton Name Plate Company,
   14. Tesa Corporation,
   15. Or equal.

2.04 ELECTRICAL IDENTIFICATION MATERIALS

A. Except as otherwise indicated, provide manufacturer's standard products of categories and types required for each application. Where more than single type is specified for an application, provide single selection for each application.

B. Color-Coded Plastic Tape:
   1. Provide manufacturer's standard self-adhesive vinyl tape not less than 3 mils thick by 1-1/2 inches wide.
      a. Colors: Unless otherwise indicated or required by governing regulations, provide orange tape.

C. Underground-Type Plastic Line Marker:
   1. Manufacturer's standard permanent, bright-colored, continuous-printed plastic tape, intended for direct-burial service; not less than 6 inches wide x 4 mils thick. Provide tape with printing which most accurately indicates type of service of buried cable.

D. Cable/Conductor Identification Bands:
   1. Provide manufacturer's standard vinyl-cloth self-adhesive cable/conductor markers of wrap-around type, either pre-numbered plastic coated type, or write-on type with clear plastic self-adhesive cover flap; numbered to show circuit identification.

E. Plasticized Tags:
   1. Manufacturer's standard pre-printed or partially pre-printed accident-prevention and operational tags, of plasticized card stock with matte finish suitable for writing, approximately 3-1/4 x 5-5/8 inches, with brass grommets and wire fasteners, and with

appropriate pre-printed wording including large-size primary wording, e.g., DANGER, CAUTION, DO NOT OPERATE.

F. Self-Adhesive Plastic Signs:
   1. Provide manufacturer's standard, self-adhesive or pressure-sensitive, pre-printed, flexible vinyl signs for operational instructions or warnings; of sizes suitable for application areas and adequate for visibility, with proper wording for each application, e.g., 208V, EXHAUST FAN, RECTIFIER.

G. Colors: Unless otherwise indicated, or required by governing regulations, provide white signs with black lettering.

H. Baked Enamel Danger Signs:
   1. General: Provide manufacturer's standard DANGER signs of baked enamel finish on 20-gauge steel; of standard red, black and white graphics; 14 x 10 inches size except where 10 x 7 inches is the largest size which can be applied where needed, and except where larger size is needed for adequate vision; with recognized standard explanation wording, e.g., HIGH VOLTAGE, KEEP AWAY, BURIED CABLE, DO NOT TOUCH SWITCH.

I. Engraved Plastic-Laminate Signs:
   1. Provide engraving stock melamine plastic laminate, complying with FS L-P-387, in sizes and thicknesses indicated, engraved with engraver's standard letter style of sizes and wording indicated, black face and white core plies (letter color) except as otherwise indicated, punched for mechanical fastening except where adhesive mounting is necessary because of substrate.
   2. Thickness: 1/8 inch, except as otherwise indicated.
   3. Fasteners: Self-tapping stainless steel screws, except contact-type permanent adhesive where screws cannot or should not penetrate substrate.

2.05 LETTERING AND GRAPHICS

A. General: Coordinate names, abbreviations and other designations used in electrical identification work, with corresponding designations shown, specified or scheduled. Provide numbers, lettering and wording as indicated or, if not otherwise indicated, as recommended by manufacturer or as required for proper identification and operation/maintenance of electrical systems and equipment. Comply with ANSI A13.1 pertaining to minimum sizes for letters and numbers.

PART 3 EXECUTION

3.01 APPLICATION AND INSTALLATION

A. General Installation Requirements:
   1. Install electrical identification products as indicated, in accordance with manufacturer's written instructions, and requirements of CEC and OSHA.
   2. Coordination: Where identification is to be applied to surfaces which require finish, install identification after completion of painting.
   3. Regulations: Comply with governing regulations and requests of governing authorities for identification of electrical work.

B. Conduit Identification:
   1. Where electrical conduit is exposed in spaces with exposed mechanical piping, which is identified by color-coded method, apply color-coded identification on electrical conduit in manner similar to piping identification. Except as otherwise indicated use white as coded color for conduit.

C. Box Identification:
   1. After completion, using an indelible wide tip marker, indicate on the cover of each junction and pull box the designation of the circuits contained therein, i.e., A-1, 3, 5. Use a black marker for normal power circuits a red marker for critical circuits, an orange marker for life safety circuits, and a green marker for equipment circuits.

2. All junction and pull boxes for wiring systems above 600V shall be identified with high voltage warning labels installed every 20 linear feet in accordance with OSHA standards. All boxes shall also be painted red, see Section 09900 of the specifications.
3. All junction and pull boxes for the fire alarm system shall be painted red. All raceway for the fire alarm system shall be labeled "Fire Alarm" in red letters on intervals not to exceed ten feet.

D. Underground Cable Identification:
1. During back-filling/top-soiling of each exterior underground electrical, signal or communication conduits, install continuous underground-type plastic line marker, located directly over buried line at 6 to 8 inches below finished grade. Where multiple small lines are buried in a common trench and do not exceed an overall width of 16 inches, install a single line marker.
2. Install line marker for every buried conduit.

E. Cable/Conductor Identification:
1. Apply cable/conductor identification, including voltage, phase and feeder number, on each cable/conductor in each box/enclosure/cabinet where wires of more than one circuit or communication/signal system are present, except where another form of identification (such as color-coded conductors) is provided. Match identification with marking system used in panelboards, shop drawings, contract documents, and similar previously established identification for project's electrical work. Refer to Section 16100 - Basic Materials and Methods of these specifications for color coding requirements.

F. Operational Identification and Warnings:
1. Wherever required by OSHA or directed by the Owner's Representative, to ensure safe and efficient operation and maintenance of electrical systems, including prevention of misuse of electrical facilities equipment by unauthorized personnel, install self-adhesive plastic signs or similar equivalent identification, instruction or warnings on switches, outlets and other controls, devices and covers of electrical enclosures. Where detailed instructions or explanations are needed, provide plasticized tags with clearly written messages adequate for intended purposed. Request a meeting with the Owner's Representative prior to substantial completion to coordinate warning requirements.

G. Danger Signs:
1. In addition to installation of danger signs required by governing regulations and authorities, install appropriate danger signs at locations identified by the Owner's Representative as constituting similar dangers for persons in or about project. Request a meeting with the Owner's Representative prior to substantial completion to coordinate danger sign requirements.
   a. High Voltage: Install danger signs wherever it is possible, under any circumstances, for persons to come into contact with electrical power of voltages higher than 110-120 volts.
   b. Critical Switches/Controls: Install danger signs on switches and similar controls, regardless of whether concealed or locked up, where untimely or inadvertent operation (by anyone) could result in significant danger to persons, or damage to or loss of property.

H. Equipment/System Identification:
1. Install engraved plastic-laminate sign on each major unit of electrical equipment in building; including central or master unit of each electrical system including communication/control/signal systems, unless unit is specified with its own self-explanatory identification or signal system. Except as otherwise indicated, provide single line of text, 1/2-inch-high lettering, on 1-1/2 inch high sign (2 inch high where 2 lines are required), white lettering in black field. Provide text matching terminology and numbering of the contract documents and shop drawings. Provide signs for each unit of the following categories of electrical work:
   a. Electrical cabinets and enclosures.
   b. Access panel/doors to electrical facilities.

c. Transformers.
d. Fire alarm control panel, battery cabinets, voice alarm system cabinets, and transponders.
e. Automatic transfer switches.

2. Install signs at locations indicated or, where not otherwise indicated, at location for best convenience of viewing without interference with operation and maintenance of equipment. Secure to substrate with fasteners, except use adhesive where fasteners should not or cannot penetrate substrate. Identification of flush mounted cabinets and panelboards shall be on the inside of the device.
3. Panelboards, individually mounted circuit breakers, and each breaker in the switchboards, secondary unit substations, and distribution panels shall be identified with an engraved plastic laminate sign. Plastic nameplates shall be multicolored laminated plastic with faceplate and core as scheduled. Lettering shall be engraved minimum 1/4 inch high letters.
   a. 480/277 volt normal power equipment shall be identified with white faceplate with green core.
   b. 480/277 volt critical branch power equipment shall be identified with white faceplate with yellow core.
   c. 480/277 volt life safety branch power equipment shall be identified with white faceplate with red core.
   d. 480/277 volt equipment branch power equipment shall be identified with white faceplate with blue core.
   e. 208/120 volt normal power equipment shall be identified with green faceplate with white core.
   f. 208/120 volt critical branch power equipment shall be identified with yellow faceplate with white core.
   g. 208/120 volt life safety branch power equipment shall be identified with red faceplate with white core.
   h. 208/120 volt equipment branch power equipment shall be identified with blue faceplate with white core.
   i. Equipment identification is to indicate the following:
      1) Equipment ID abbreviation.
      2) Voltage, phase, wires and frequency.
      3) Emergency or other system.
      4) Power source origination.
      5) Example:
         (a) Panel GLSH1
         (b) 480/277V, 3 phase, 4 wire
         (c) Life Safety System
         (d) Fed by GLSD1

END OF SECTION

SECTION 26 05 74
ARC FLASH STUDY

PART 1 GENERAL

1.01 SUMMARY

A. The purpose of this study is to provide a complete arc flash program to protect individuals working on its premises from electrical arc flash hazards. These individuals may include any workers who inspect, maintain, or operate energized electrical equipment.

1.02 SCOPE

A. Engage and pay for the services of a recognized independent Testing laboratory/Firm for the purpose of performing inspections and tests as herein specified.

B. The Firm should be currently involved in high- and low-voltage power system evaluation. The study must be performed, stamped and signed by a registered professional engineer. Credentials of the individual(s) performing the study and background of the Firm must be submitted to the Engineer for approval prior to start of the work. A minimum of five (5) years' experience in power system analysis is required for the individual in charge of the project.

C. The Firm performing the study should demonstrate capability and experience to provide assistance during start up as required.

D. The Firm must provide all material, equipment, labor and technical supervision to perform such tests and inspections.

E. It is the intent of these tests to assure that all electrical equipment, both Contractor and Owner-supplied, is operational within industry and manufacturer's tolerances and is installed in accordance with design specifications.

1.03 RELATED REQUIREMENTS

A. Section 26 0100: General Requirements for Electrical Work.

1.04 SAFETY AND PROCEDURAL REQUIREMENTS

A. The Firm must provide proof (written documentation) that its employees working on the premises have been properly trained in the use and application of personal protective equipment (PPE) and the hazards of working on or near energized equipment.

B. Safety practices that must be followed include, but are not limited to, the following:
   1. Occupational Safety and Health Act
   2. Accident Prevention Manual for Industrial Operations, National Safety Council
   3. Applicable state and local safety operating procedures
   4. Owner's safety practices

C. Perform all work in accordance with the applicable codes and standards of the following agencies except as provided otherwise herein:
   1. InterNational Electrical Testing Association – NETA ATS latest Edition: Acceptance Testing Specifications, and/or NETA MTS latest Edition: Maintenance Testing Specifications.
   2. National Fire Protection Association – NFPA
      a. ANSI/NFPA 70: National Electrical Code (NEC)
      b. ANSI/NFPA 70B: Recommended Practice for Electrical Equipment Maintenance
      c. NFPA 70E: Electrical Safety Requirements for Employee Workplaces

1.05 DATA COLLECTION FOR THE STUDY

A. The Contractor must provide the required data for preparation of the studies. The Firm performing the system studies must furnish the Contractor with a listing of the required data immediately after award of the contract.

B. The Firm must provide an up to date electrical system single-line diagram as required by NFPA 70E, 2009 Edition, "Standard for Electrical Safety in the Workplace", as referenced in OSHA 29

CFR 1910 Subpart S, Appendix A. This information must include nameplate data for electrical components (e.g. transformers, medium voltage switchgear, panelboards, switchboards, motor control centers, etc.) for all portions of the electrical system from the utility intertie through the lowest rated panel.

C. Utilize up to date Cable sizes, types and lengths between electrical equipment components and utility source data for an accurate single-line representation of the electrical system. Utilize unique characteristics of the equipment installation which may impact the magnitude of the potential hazard (e.g. open space versus enclosure). Verify over-current device settings.

D. Data collection may require removal of barriers, opening of front panels, etc. while equipment is energized. The Firm must provide its own PPE protection with a minimum arc thermal performance rating (ATPV) of 40 calories/cm2.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 SYSTEM ANALYSIS

A. Perform a comprehensive analysis of the facility's electrical system for all equipment 480 volt and higher and 240 volt served by a 125kVA or larger transformer based on the up to date single-line diagram provided from Part 1. Include the following:
   1. Short Circuit Study – Perform a short circuit analysis in accordance with ANSI standard C37 and IEEE standard 141-1993 (Red Book) for each electrical component as defined in "Section A. "
   2. Coordination Study – Perform a coordination study in accordance with IEEE 242-2001 "Buff" to determine the proper over-current device settings that will balance system reliability through selective coordination while minimizing the magnitude of an electrical arc flash hazard incident.
   3. Incident Energy Study – Perform an incident energy study in accordance with the IEEE 1584-2004a, "IEEE Guide for Performing Arc Flash Hazard Calculations" as referenced in NFPA 70E, "Standard for Electrical Safety in the Workplace", 2009 Revision, in order to quantify the hazard for selection of personal protective equipment (PPE). Tables that assume fault current levels and clearing time for proper PPE selection are not acceptable. Assist the Owner in selecting appropriate combinations of PPE prior to the final analysis and preparation of equipment labels.

3.02 DESIGN REVIEW

A. Assist the Owner with system design adjustments to optimize the results of the study as it relates to safety and reliable electrical system operation (e.g. overcurrent device settings, working distances, current limiting devices). This includes mitigation, where possible, of incident energy levels that exceed 40 calories/cm2. A qualified engineer with power systems design experience must provide this assistance.

3.03 STUDY REPORT

A. Provide a comprehensive report that includes:
   1. Report summary with analysis methodology, findings and recommendations
   2. Summary of input data for utility source, equipment and cables
   3. Available fault current at each equipment location with comparison to equipment rating
   4. Overcurrent device settings (e.g. pick-up, time delay, curve), "as found" and "as recommended"
   5. Incident energy level (calories/cm2) for each equipment location and recommended PPE
   6. Overcurrent device coordination curves including related section of the single-line diagram
   7. Complete system single-line diagram for the system analyzed

B. Labels
   1. Based on the results of the incident energy study, provide and install a warning label (orange <40 cal/cm2) or danger label (red > 40 cal/cm2) for each piece of equipment as specified in "Section A" in accordance with ANSI Z535.4-2002. The label must be

readable in both indoor and outdoor environments for at least 3 years and contain the following information:

2. Arc hazard boundary (inches)
3. Working distance (inches)
    a. Arc flash incident energy at the working distance (calories/ cm2)
        1) PPE category and description including the glove rating
            (a) Voltage rating of the equipment
            (b) Limited approach distance (inches)
            (c) Restricted approach distance (inches)
            (d) Prohibited approach distance (inches)
            (e) Equipment/bus name
            (f) Date prepared
            (g) Supplier name and address

C. Equipment Verification/Operation
    1. The validity of the arc flash study and incident energy readings is in part based on proper setting of over-current device trip times and the proper operation of the over-current devices and breakers themselves. Verify proper operation of over-current devices and breakers at the request of the Owner using InterNational Electrical Testing Association (NETA) qualified technicians.
    2. The Firm must be capable of adjustment, maintenance, repair or replacement of over-current devices or breakers as required to support the performance of the electrical system in line with the expectations of the system study.

D. Safety Training
    1. Provide the Owner with one day of arc flash safety training that contains the requirements referenced in OSHA 1910.269, OSHA 1910 Subpart S and NFPA 70E including:
        a. Proper use of the system analysis data
        b. Interpretation of hazard labels
        c. Selection and utilization of personal protective equipment
        d. Safe work practices and procedures
    2. Provide the Owner an outline of the one-day training course including training materials at time of quotation. The Owner at its discretion may require additional training customized to its specific needs. The Firm must be capable of developing and presenting customized training for approval as required.
    3. Provide a training certificate to record satisfactory completion by the Owner's employees for continuing education credits and re-licensing requirements. Satisfactory competition is defined as the student obtaining a minimum of 70% on the post training examination and the ability to work safely if a hands-on performance evaluation is provided.

3.04 SAFETY DOCUMENTATION/POLICY

A. At the request of the Owner, integrate the results of the system study and design review into the safety manual in compliance with OSHA CFR 29 1910.333. Assist the Owner at its request to develop a safety policy with corresponding documentation and procedures including information gained in the system analysis. This includes electrical safety, procedures for mitigation of arc hazards, PPE selection based on specific equipment of the Owner, task and training requirements.

END OF SECTION

SECTION 26 09 23
LIGHTING CONTROL

PART 1 – GENERAL

1.01 SUMMARY

A. Provide electrical materials, installation and testing for the project defined in Section 26 01 00.

1.02 DEFINITIONS

A. LED: Light-emitting diode.

B. PIR: Passive infrared.

1.03 RELATED DOCUMENTS

A. Wiring Devices

1.04 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Shop Drawings: Show installation details for occupancy and light-level sensors.
   1. Lighting plan showing location, orientation, and coverage area of each sensor.
   2. Interconnection diagrams showing field-installed wiring.

C. Field quality-control test reports.

D. Operation and maintenance data.

1.05 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70/California Electric Code (CEC), Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

PART 2 – PRODUCTS

2.01 GENERAL LIGHTING CONTROL DEVICE REQUIREMENTS

A. Line-Voltage Surge Protection: An integral part of the devices for 277-V solid-state equipment. For devices without integral line-voltage surge protection, field-mounting surge protection shall comply with IEEE C62.41 and with UL 1449.

B. Time Switches
   1. Digital Time Switches: Electronic, solid-state programmable units with alphanumeric display complying with UL 917.
      a. Contact Configuration: SPST.
      b. Contact Rating: 30-A inductive or resistive, 277-V ac.
      c. Program: Single channel, 8 on-off set points on a 24-hour schedule.
      d. Circuitry: Allow connection of a photoelectric relay as substitute for on and off function of a program on select channels.
      e. Astronomical Time: All channels.
      f. Battery Backup: For schedules and time clock.

C. Outdoor Photoelectric Switches
   1. Description: Solid state, with SPST dry contacts rated for 1800-VA tungsten or 1000-VA inductive, to operate connected relay, contactor coils, microprocessor input, and complying with UL 773A.
      a. Light-Level Monitoring Range: 1.5 to 10 fc with an adjustment for turn-on and turn-off levels within that range, and a directional lens in front of photocell to prevent fixed light sources from causing turn-off.
      b. Time Delay: 15-second minimum, to prevent false operation.
      c. Surge Protection: Metal-oxide varistor type, complying with IEEE C62.41 for Category A1 locations.
      d. Mounting: Twist lock complying with IEEE C136.10, with base-and-stem mounting or stem-and-swivel mounting accessories as required to direct sensor to the North sky exposure.

PART 3 – EXECUTION

3.01 SENSOR INSTALLATION

A. Install and aim sensors in locations to achieve at least 90 percent coverage of areas indicated. Do not exceed coverage limits specified in manufacturer's written instructions.

3.02 WIRING INSTALLATION

A. Wiring Method: Comply with Division 26 Sections "LV Electrical Power Conductors and Cables" and "Conduit". Minimum conduit size shall be 3/4 inch.

B. Wiring within Enclosures: Bundle, lace, and train conductors to terminal points. Separate power-limited and nonpower-limited conductors according to conductor manufacturer's written instructions.

C. Install field-mounting transient voltage suppressors for lighting control devices in Category A locations that do not have integral line-voltage surge protection.

D. Size conductors according to lighting control device manufacturer's written instructions, unless otherwise indicated.

E. Splices, Taps, and Terminations: Make connections only on numbered terminal strips in junction, pull, and outlet boxes; terminal cabinets; and equipment enclosures.

3.03 IDENTIFICATION

A. Identify components and power and control wiring according to Section 26 05 53 for identification for Electrical Systems.

B. Label time switches and contactors with unique designation.

3.04 IDENTIFICATION

A. Perform the following field tests and inspections and prepare test reports:
   1. After installing time switches and sensors, and after electrical circuitry has been energized, adjust and test for compliance with requirements.
   2. Operational Test: Verify actuation of each sensor and adjust time delays.

B. Remove and replace lighting control devices where test results indicate that they do not comply with specified requirements.

C. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

END OF SECTION

SECTION 26 22 00
LOW-VOLTAGE TRANSFORMERS

PART 1 GENERAL

1.01 SUMMARY

A. Provide electrical materials, installation and testing for the project defined in Section 26 01 00.

1.02 REQUIREMENTS INCLUDED

A. This section describes requirements for dry type transformer.

1.03 RELATED WORK

A. General Requirements for Electrical Work.

1.04 REFERENCE STANDARDS

A. The Underwriters Laboratory, Inc. (UL).

B. National Electrical Manufacturers Association (NEMA).

1.05 QUALIFICATIONS

A. The equipment manufacturer shall be ISO 9000, 9001 or 9002 certified.

B. The manufacturer of this equipment shall have produced similar electrical equipment for a minimum period of five (5) years. When requested, an acceptable list of installations with similar equipment shall be provided demonstrating compliance with this requirement.

C. The transformers shall be suitable for and certified to meet all applicable seismic requirements of the International Building Code (IBC) for zone 4 application. Guidelines for the installation consistent with these requirements shall be provided by the transformer manufacturer and be based upon testing of representative equipment.

D. The test response spectrum shall be based upon a 5 percent minimum damping factor, IBC: a peak of 0.75g, and a ZPA (zero period acceleration) of 0.38g. The tests shall fully envelope this response spectrum for all equipment natural frequencies up to at least 35Hz.

1.06 SUBMITTALS

A. Manufacturers Data:
   1. Dimension drawing and weight.
   2. Technical certification sheet.
   3. Conduit entry/exit locations.
   4. Transformer ratings including:
      a. Primary and secondary kVA.
      b. Voltage.
      c. Taps.
      d. Primary and secondary continuous current.
      e. Basic Impulse level for equipment over 600-volts.
      f. Impedance.
      g. Insulation class and temperature rise.
      h. Sound level.

B. Shop Drawings: Wiring and connection diagrams.

C. Output Settings Reports: Record of tap adjustments specified herein.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Temporary Heating: Apply temporary heat according to manufacturer's written instructions within the enclosure of each ventilated-type unit, throughout periods during which equipment is not energized and when transformer is not in a space that is continuously under normal control of temperature and humidity.

PART 2 PRODUCTS

2.01 ALL TRANSFORMERS

A. Description: Factory-assembled, dry type transformers for 60 Hz operation designed and manufactured in accordance with NEMA ST 20 and listed and labeled by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

B. Unless noted otherwise, transformer ratings indicated are for continuous loading according to IEEE C57.96 under the following service conditions:
   1. Altitude: Less than 3,300 feet.
   2. Ambient Temperature: Not exceeding 86 degrees F average or 104 degrees F maximum measured during any 24 hour period.

C. Core: High grade, non-aging silicon steel with high magnetic permeability and low hysteresis and eddy current losses. Keep magnetic flux densities substantially below saturation point, even at 10 percent primary overvoltage. Tightly clamp core laminations to prevent plate movement and maintain consistent pressure throughout core length.

D. Impregnate core and coil assembly with non-hydroscopic thermo-setting varnish to effectively seal out moisture and other contaminants.

E. Basic Impulse Level: 10 kV.

F. Ground core and coil assembly to enclosure by means of a visible flexible copper grounding strap.

G. Isolate core and coil from enclosure using vibration-absorbing mounts.

H. Nameplate: Include transformer connection data, ratings, wiring diagrams, and overload capacity based on rated winding temperature rise.

2.02 DRY TYPE POWER TRANSFORMERS

A. General: Provide dry type power transformers, for lighting and general power applications, rated as indicated.

B. Transformers shall be designed for continuous operation at rated kVA, for 24 hours a day, yearly operation, with normal life expectancy as defined in American National Standards Institute (ANSI) C57.96.

C. Shipping: Provide lifting holes, accessible without removal of any of the enclosure components.

D. Insulation, as listed:

Insulation Size	Temperature Class	Rating	Hot Spot Allowance
2kVA & below	NEMA B or better	80 degrees C rise	30 degrees C
3kVA thru 15 kVA	NEMA F or better	115 degrees C rise	30 degrees C
15kVA and above	NEMA H	150 degrees C rise	30 degrees C

E. Base temperature rating and hot spot allowances in the above table on a 40 degrees C maximum ambient temperature and 30 degrees C average ambient temperature.

F. Overload Capacity: 10 percent above full load rating continuously in an ambient not exceeding 40 degrees C.

G. Case Temperature: Maintain no more than a 35 degrees C rise above a 40 degrees C ambient.

H. Taps, as listed:

	Transformer Rating	Phase	Taps
I.	Through 10kVA	Single	None
J.	15kVA thru 2kVA	Single	(2) 5 percent FCBN
K.	6kVA thru 15 kVA	Three	(2) 5 percent FCBN
L.	30kVA and larger	Single and Three	(2) 2-1/2 percent FCAN and (4) 2-1/2 percent FCBN where FCBN - Full Capacity Below Normal.

M. Sound levels, not to exceed listed values, as determined by NEMA standards:

Size	Sound Level in dB
Through 9kVA	40
10 through 50kVA	45
51 through 150kVA	50
151 through 300kVA	55
301 through 500kVA	60
501 through 700kVA	62
701 through 1000kVA	64

N. Provide vibration isolating mounts to isolate the enclosure from the core and coil assembly.

O. Mounting, suitable as listed:
1. Single Phase Transformers: Wall
2. Three Phase Transformers, through15kVA: Wall.
3. Three Phase Transformers, 15kVA and above: Floor or ceiling hung channel.

P. Provide conduit knockouts for line and load conduit entrance.

Q. Enclosure:
1. Outdoor units rated 15kVA or above, provide suitable weather-shields over ventilation openings.

R. Finish: Degrease, clean, phosphatize, prime and finish all interior and exterior surfaces with baked enamel, color ANSI 61 or standard factory grey.

S. Connect a grounding strap from the secondary neutral to a grounding lug on the enclosure.

T. Terminals: As specified in Section 26 01 00 - Basic Materials and Methods.

U. Subject transformers 25kVA above to listed production test at factory:
1. Applied potential: 4kVA.
2. Induced potential: 2 times normal to 7200Hz.
3. Voltage.
4. Phase Relation.
5. Continuity.

V. Perform the listed standard tests on unit of identical design:
   1. No-load losses.
   2. Total losses.
   3. Sound levels.
   4. Temperature rise.
   5. Impulse.
   6. Impedance.
   7. Induced potential.
   8. Applied potential.

W. Submit certified test reports for production and standard tests.

X. Manufacture: Cutler Hammer, General Electric, Eaton.

PART 3 EXECUTION

3.01 DRY TYPE POWER TRANSFORMER

A. Transformer integral to switchboard.

B. Provide one (1) vibration isolating mount, minimum 1 inch thick with 1 inch static deflection, for each mounting point on the transformer.

C. Connect transformer with flexible metal conduit. Provide an insulated grounding bushing on conduit and bond to transformer case.

3.02 CONNECTIONS

A. Ground equipment according to 26 05 26 Grounding & Bonding.

B. Connect wiring according to 26 05 19 LV Electrical Power Conductors and Cables.

3.03 ADJUSTING

A. Record transformer secondary voltage at each unit for at least 48 hours of typical occupancy period. Adjust transformer taps to provide optimum voltage conditions at secondary terminals. Optimum is defined as not exceeding nameplate voltage plus 10 percent and not being lower than nameplate voltage minus 5 percent. Submit recording and tap settings as test results.

B. Adjust buck-boost transformers to provide nameplate voltage of equipment being served, plus or minus 5 percent, at secondary terminals.

C. Output Settings Report: Prepare a written report recording output voltages and tap settings.

END OF SECTION

SECTION 26 24 13
SWITCHBOARDS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

A. The General Conditions, Supplementary General Conditions, Special Conditions and Division 1 General Requirements apply to the work of this section.

B. This section describes requirements for switchboards equipment.

1.02 RELATED WORK

A. Section 26 01 00: General Requirements for Electrical Work.

1.03 REFERENCE STANDARDS

A. The Underwriters Laboratory, Inc. (UL).

B. National Electrical Manufacturers Association (NEMA).

1.04 SUBMITTALS

A. Manufacturers Data:
   1. Switchboard.

B. Shop Drawings:
   1. Switchboard.

PART 2 PRODUCTS

2.01 OVERCURRENT PROTECTIVE DEVICES

2.02 SWITCHBOARD

A. Construction:
   1. Enclosure: Rigid, dead-front, metal enclosed, free standing, bussed structures, bolted together. Provide removable, 12 gauge sheet steel, minimum, screw-on access plates at front, top and rear.
   2. Quality control: Provide each vertical section which is composed of UL listed devices with a UL Label. Provide switchboard which conforms to applicable NEMA standards. Test switchboard at factory before delivery.

B. Bussing:
   1. Phase Bus: Silver-plated copper, rated 1,000 amperes per square inch cross sectional area maximum, braced for 50,000 RMS amperes minimum.
   2. Neutral Bus: Full-size, aluminum, copper, with lugs for connection of neutral conductors, in accordance with Section 16100 - Basic Materials and Methods.
   3. Ground Bus: Half-size, copper, with lugs for connection of ground conductors, in accordance with Section 16100 - Basic Materials and Methods.
   4. Spacing: Maintain code separation between phases and between phase and ground.

C. Shipping:
   1. Provide lifting eyes for handling switchboard.
   2. Provide shipping splits, if required and main bus-splice plates for reconnection at job site.

D. Finish: Degrease, clean, phosphatize, prime, and finish all interior, and exterior surfaces with baked enamel, color American National Standards Institute (ANSI) 61, or standard factory grey.

E. Nameplates: Provide nameplates for all circuit breakers and manufacturers' nameplate indicating voltage and current rating, switchboard type and shop order number.

F. Padlocking Devices: Provide for all breakers and switches.

G. Circuit Breakers: Provide circuit breakers in frame sizes 100 through 800 amperes with thermal-magnetic trip units. Provide circuit breakers in frame sizes 1200 through 2000 amperes with electronic trip units that are insensitive to changes in ambient temperature within

the circuit breaker's normal operating temperature range. Provide facility in 400 through 800 ampere frame circuit breakers for either thermal-magnetic or electronic interchangeable trip units. Provide circuit breakers with toggle-type handles which are trip-free and trip-indicating. All poles of multi-pole device shall operate simultaneously during open, close and trip operations. Provide circuit breakers indicated with the following ratings:

Circuit Breaker Frame Size	Trip Rating Amperes	Voltage (AC Rating)	Symmetrical AC Interrupting Capacity
100/2	15 - 100	240	10,000 Min
100/3	15 - 100	240	10,000 Min
225/3	70 - 225	240	65,000 Min
250/3	70 - 250	240	65,000 Min
400/3	250 - 400	240	65,000 Min
600/3	300 - 600	240	65,000 Min
800/3	500 - 800	240	65,000 Min
1200/3	800 - 1200	240	65,000 Min
1600/3	1200 - 1600	240	65,000 Min
2000/3	1800 - 2000	240	65,000 Min

Circuit Breaker Frame Size	Trip Rating Amperes	Voltage (AC Rating)	Symmetrical AC Interrupting Capacity
100/2	15 - 100	480	18,000 Min
100/3	15 - 100	480	18,000 Min
225/3	70 - 225	480	35,000 Min
250/3	70 - 250	480	35,000 Min
400/3	250 - 400	480	35,000 Min
600/3	300 - 600	480	35,000 Min
800/3	500 - 800	480	50,000 Min
1200/3	800 - 1200	480	50,000 Min
1600/3	1200 - 1600	480	50,000 Min
2000/3	1800 - 2000	480	50,000 Min

H. Fusible Switches:
   1. Enclosure: NEMA 1 general purpose suitable for switchboard mounting with pad-lockable doors.
   2. Provide defeatable door interlocks that prevent the door from opening when the operating handle is "ON".
   3. Fuse Provisions: Equip switches up to 600 amperes with Class R fuse rejection clips. Equip switches with tool Class L fuse clips.
   4. Load Terminals: Equip switches with tool applied, compression type, tin plated aluminum connectors, tested to meet the requirements of UL 486B with wire barrels pre-filled with oxide inhibiting compound, and specifically designed as an equipment terminal, T & B "61122"series, Square D "Type VCEL".

I. Manufacturer: Cutler-Hammer "POW-R-LINE C", Square D "Power Style", General Electric "AV-Line".

PART 3 EXECUTION

3.01 CLEANING

A. Clean dirt and debris from switchboard enclosures and components according to manufacturer's instructions.

B. Repair scratched or marred surfaces to match original factory finish.

3.02 PROTECTION

A. Protect installed switchboards from subsequent construction operations.

3.03 SWITCHBOARDS

A. Protect switchboards from damage, abuse, dirt and debris during construction. Keep equipment free from dirt, scratches, nicks, blisters and other marks not part of the factory finish. Make touch-ups to the finish with factory enamel.

B. Unless noted on drawing, anchor free standing panels to concrete slabs with 1/2 inch or larger anchor bolts fastened to malleable iron or steel expansion shields in the slab. Submit a detail indicating anchor method.

C. Coordinate all required conduit openings, blockouts, stub-ups, and conduit entrance requirements.

D. Identify conductors with circuit numbers and phase tape.

E. Neatly arrange wiring within the equipment. Bundle and wrap conductors #8 AWG and smaller with plastic wire ties.

F. Install an insulated grounding bushing on conduits which enter the equipment.

END OF SECTION

SECTION 26 24 16
PANELBOARDS

PART 1 GENERAL

1.01 SUMMARY

A. This section describes requirements for branch circuit panelboards.

1.02 RELATED WORK

A. Section 26 01 00: General Requirements for Electrical Work.

1.03 REFERENCE STANDARDS

A. The Underwriters Laboratory, Inc. (UL).

B. National Electrical Manufacturers Association (NEMA).

1.04 SUBMITTALS

A. Manufacturers Data:
   1. Panelboards.

B. Shop Drawings.
   1. Panelboards.

PART 2 PRODUCTS

2.01 PANELBOARDS - GENERAL REQUIREMENTS

A. Provide products listed, classified, and labeled as suitable for the purpose intended.

B. Unless otherwise indicated, provide products suitable for continuous operation under the following service conditions:
   1. Altitude: Less than 6,600 feet (2,000 m).
   2. Ambient Temperature:
      a. Panelboards Containing Circuit Breakers: Between 23 degrees F (-5 degrees C) and 104 degrees F (40 degrees C).
      b. Panelboards Containing Fusible Switches: Between -22 degrees F (-30 degrees C) and 104 degrees F (40 degrees C).

C. Short Circuit Current Rating:
   1. Provide panelboards with listed short circuit current rating not less than the available fault current at the installed location as indicated on the drawings.

D. Panelboards Used for Service Entrance: Listed and labeled as suitable for use as service equipment according to UL 869A.

E. Mains: Configure for top or bottom incoming feed as indicated or as required for the installation.

F. Branch Overcurrent Protective Devices: Replaceable without disturbing adjacent devices.

G. Bussing: Sized in accordance with UL 67 temperature rise requirements.
   1. Provide solidly bonded equipment ground bus in each panelboard, with a suitable lug for each feeder and branch circuit equipment grounding conductor.

H. Conductor Terminations: Suitable for use with the conductors to be installed.

I. Enclosures: Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E.
   1. Environment Type per NEMA 250: Unless otherwise indicated, as specified for the following installation locations:
      a. Indoor Clean, Dry Locations: Type 1.
      b. Outdoor Locations: Type 3R.
   2. Boxes: Galvanized steel unless otherwise indicated.
      a. Provide wiring gutters sized to accommodate the conductors to be installed.
   3. Fronts:

a. Fronts for Surface-Mounted Enclosures: Same dimensions as boxes.
b. Fronts for Flush-Mounted Enclosures: Overlap boxes on all sides to conceal rough opening.
c. Finish for Painted Steel Fronts: Manufacturer's standard grey unless otherwise indicated.

4. Lockable Doors: All locks keyed alike unless otherwise indicated.

J. Future Provisions: Prepare all unused spaces for future installation of devices including bussing, connectors, mounting hardware and all other required provisions.

2.02 BRANCH CIRCUIT PANELBOARDS

A. General: Provide bussed, circuit breaker or fusible switch type panelboards with main lugs or circuit breaker in flush or surface mounted enclosures as indicated.

B. Construction:
1. Cabinets: Code gauge steel cabinets, deadfront panels, and doors. Fasten deadfront panels to cabinets with concealed trim fasteners. Conceal front door hinges.
2. Dimensions: 20 inches wide by 6 inches deep.
3. Locks: Flush door locks, keyed alike for all panelboards.
4. Access: Door-in-Door (Not EZ-Trim).
5. Standards: Provide UL label where applicable and conform to No. 67 and 50 Underwriters Laboratories, Inc., and NEMA PB-1.

C. Bussing:
1. Phase Bus: Silver-plated copper, rated 1000 amperes per square inch cross sectional area maximum, braced for 100,000 rms amperes minimum.
2. Neutral Bus: Copper with lugs for connection of neutral conductors.
3. Ground Bus: Copper with terminals for equipment grounding conductors.
4. Terminals: As specified in Section 26 05 19 - Building Wire and Cable.

D. Finish: Degrease, clean, phosphatize, prime, and finish cabinets, deadfront panels, and doors with baked enamel, color ASA-61, or standard factory grey. Galvanized cabinets are acceptable for flush cabinets.

E. Nameplates:
1. Provide a nameplate identifying panelboard in accordance with 26 01 00 - General Requirements for Electrical Work.
2. Provide a manufacturer's nameplate on the deadfront interior panel indicating panelboard type, voltage rating, current rating and manufacturer's name.

F. Directory: Provide a directory card which fits into slots in the back of the panelboard. Protect directory with non-yellowing clear plastic.

G. Manufacturer: Westinghouse (Pow-R-Line 2), General Electric, Square D.

H. Circuit Breakers:
1. Provide circuit breakers for miscellaneous branch circuits with frame sizes and ratings as shown on the plans.
2. Bolt-on, thermal magnetic, molded case, with inverse time current overload, and instantaneous magnetic trips, trip-free and trip-indicating all poles of multi-pole device shall operate simultaneously during open, close and trip operations. Provide circuit breakers indicated with the following ratings:

Panel Type	Circuit Breaker Frame Size	Trip Rating (Amperes)	Voltage (Ac Rating)	Symmetrical AC Interrupting Capacity
1	100/1 pole	15-100	120	10,000 Min
	100/2 & 3 poles	15 – 100	240	10,000 Min
	150/2 & 3 poles	110 - 150	240	18,000 Min
	225/3 poles	125 - 225	240	22,000 Min

Panel Type	Circuit Breaker Frame Size	Trip Rating (Amperes)	Voltage (Ac Rating)	Symmetrical AC Interrupting Capacity
2	100/1 pole	15-100	277	14,000 Min
	100/2 & 3 poles	15 – 100	480	14,000 Min
	150/2 & 3 poles	110 - 150	480	25,000 Min
	225/3 poles	125 - 225	480	25,000 Min

I. Manufacturer: Eaton Cutler-Hammer (Pow-R-Line 2), General Electric, Square D.

PART 3 EXECUTION

3.01 BRANCH CIRCUIT PANELBOARDS

A. Mount panelboard so that the top is 6 feet-6 inches above the finished floor.

B. Neatly terminate conductors onto breaker, ground bus and neutral bus. Train conductors in an organized grouping with conductors fanning out at the circuit terminals, bundled in the wireways and laced with plastic ties.

C. Identify all conductors with a circuit number and phase color.

D. Type all panelboard directories.

E. Provide a minimum of three (3) 3/4-inch empty conduits into accessible ceiling space.

F. Provide insulated grounding bushings on all conduits which enter the cabinet and bond to ground bus.

G. Install conduits in a vertical line, perpendicular to the cabinet.

END OF SECTION

SECTION 26 26 53.1
ELECTRICAL VEHICLE CHARGING STATIONS - BUS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Electric bus charging stations, including the following:

1. Technical specifications for electric bus charger.
2. Vehicle-to-charging system interface.
3. User interfaces.
4. Remote monitoring and communication.
5. Service maintenance.

1.02 RELATED SECTIONS

A. Section 01 00 General Requirements of Electrical Work.

1.03 SUBMITTALS

A. Submit under provisions of Section 01 30 00 – Administrative Requirements.

B. Product Data: Manufacturer's data sheets on each product to be used, including:

1. Preparation instructions and recommendations.
2. Storage and handling requirements and recommendations.
3. Installation methods.

C. Shop Drawings: Indicate area layout, equipment locations, details of assembly, and anchorage.

D. Operation and Maintenance Data: For entire system.

1.04 QUALITY ASSURANCE

A. Manufacturer Qualifications: The charging system will become a vital component of the University transport system for the coming 10-20 years. Therefore, charging manufacturers should exhibit:

1. Financial stability to ensure support during the lifetime of the product
2. A proven track record in delivering and servicing large infrastructure products/ projects
3. A strong capability to adapt to changes in the fast-emerging industry of electric vehicle charging
4. A long-term commitment to electric vehicle charging on a global level. Global developments will have an impact on local projects and local installed base.

B. Regulatory Requirements: Provide UL listed equipment and controls.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Deliver and store products as recommended by manufacturer until installation.

1.06 WARRANTY

A. Warranty: Provide manufacturer's standard warranty.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Manufacturer and Model: ABB HVC150C or equal.

2.02 TECHNICAL SPECIFICATIONS FOR ELECTRIC BUS CHARGER

A. Charging station is an SAE J1772 CCS1 plug-in style system with capability for mounting on a pedestal, wall, or existing structure, 150 kW EVSE. The unit complies with all J1772 standards and is capable of providing up to 200 A DC to the vehicle. Grid connection should be 480 VAC, three phase, 60 Hz. LED status indicators for troubleshooting. The charger is capable of converting AC power to DC power for direct DC transmission to vehicle in accordance with SAE J1772 CCS1.

1. EVSE Units: ABB HVC150C
2. Equipment: SAE J1772 CCS1 plug-in charger. Split system with power conversion equipment separate from near-vehicle depot box.
3. Input Voltage: 480 VAC, three phase, 60 Hz power input per modular charger unit. Requires no more than single, dedicated, 250A breaker per charger unit.
   a. AC Power Connection shall be 500 MCM or smaller
4. Power Factor: > 0.94
5. Efficiency: > 0.93
6. Total Harmonic Distortion: Charging system shall be compliant with IEEE 519 specifications
7. Output Voltage Range: 200 – 850 VDC without derating charging power
8. Dimensions (footprint): Power conversion module (enclosure) shall be compact, less than 48” x 32” (W x D) per 150 kW modular block
9. Mechanical Impact Resistance: IK10
10. Safety Features:
    a. Short Circuit Rating: Exceeds 60,000 amperes symmetrical
    b. Surge Protection: In accordance with IEC 61643-1 and IEC 61643-11.
    c. Ground Fault: Internal 20 mA CCID with auto re-closure (three attempts).
11. Compliance:
    a. Safety: UL2202, CSA C22.2 No. 107.1-16, UL2231-1, UL2231-2, NEC Article 625, SAE J1772.
    b. EMC: FCC Part 15, Class B, Canadian ICES-003.
    c. UL & CSA compliance completed by independent testing laboratory prior to shipment. UL & CSA certificates will be made available by manufacturer.
12. Environmental:
    a. Operating Temperature: -31 to 122 F (-35 C to 50 C) ambient.
    b. Operating Humidity: Up to 95% non-condensing.
    c. NEMA Rating: 3R.

2.3 TECHNICAL SPECIFICATIONS FOR DISPENSING UNIT

A. Dispensing unit is a separate unit from the charger that utilizes an SAE J1772 CCS1 plug-in style cable. Unit shall be capable of mounting on a pedestal, wall, Unistrut rack or existing structure.

1. EVSE Unit: ABB HVC-C Depot Box, or equal.
2. Cable: CCS1 type connector head, 200A DC maximum output, 1000V DC rated, 20 ft minimum length. Each dispensing unit shall have one cable.
3. System Layout: It should be possible to install up to three dispensing units for connection to a single charging cabinet.
4. Charging Style: The system shall be capable of sequential charging.
5. Inputs from Charging Cabinet or Prior Depot Box:
   a. DC+
   b. DC-
   c. Ground
   d. Communications (fiber or ethernet)
   e. Safety interlock
6. Power Input: 120VAC, 20 A

7. Dimensions: Dispensing unit shall be compact, less than 32” x 24” x 9” (H x W x D)
8. Ingress Protection: Dispensing unit shall be rated to IP65
9. Mechanical Impact Protection: Dispensing unit shall be rated to IK10
10. Temperature Range: -35C to 45 C
11. Dispensing unit shall have an integrated LED status light with the option to install an additional external LED status light. It should be possible to mount this light up to 10 meters away from the dispensing unit.
12. Dispensing unit shall have an integrated emergency stop button with the option to install an additional external emergency stop button. It should be possible to mount this button up to 10 meters away from the dispensing unit.
13. Dispensing unit shall have an integrated non-emergency stop button with the option to install an additional external non-emergency stop button. It should be possible to mount this button up to 10 meters away from the dispensing unit.
14. Dispensing unit shall be installable up to 150 meters from the charging cabinet
15. Dispensing unit shall not include a screen
16. Dispensing unit shall not include a credit card or RFID reader

2.4 VEHICLE-TO-CHARGING SYSTEM INTERFACE

A. Charging system shall be capable of wiring up to three depot box(es) for connection to up to three vehicles per system.

B. Charging shall occur sequentially or via smart charging.

C. Each depot box shall have one dedicated cable.

D. Connection method between charger and vehicle shall be compliant and interoperable with internationally recognized standards and recommended practices.

E. The mating interface shall be an SAE J1772 CCS1 plug-in style connector.

F. The cable shall have a connector with DC+, DC-, ground, control pilot, and proximity pilot for mating to the vehicle plug inlet.

G. The charger shall communicate with the vehicle over Power Line Communication via the control pilot line.

H. CCS1 plug-in style charging systems are described in and shall be compliant with the following standards:

1. SAE J1772 CCS1
2. IEC 61851-23-1
3. ISO/IEC 15118 Ed.2

I. Charging system interoperability shall be demonstrable and confirmed before procurement. List reference projects with customer name, bus type and number of systems included.

2.5 USER INTERFACE

A. The charging system user interface shall be designed so that it requires minimal interaction with the operator.

B. User interface shall indicate charging system status via LED (ready to charge, performing handshake, charging, charging complete, error). Charging system will be capable of wiring an external LED beacon for flexibility in LED light placement

C. User interface shall include an emergency stop button or the possibility to wire an external emergency stop button to the interface control module.

2.6 REMOTE MONITORING AND COMMUNICATION

A. Charging system is capable of network connectivity via 3G or 4G modem and includes option for ethernet port for wired connection to external network switch

B. Charging system is capable of remote monitoring for remote troubleshooting, charger fleet management, over-the-air software updates and data monitoring.

C. Charging system communication in accordance with OCPP 1.6J, including Core & Smart Charging Profiles for advanced charger scheduling and management

2.7 SERVICE AND MAINTENANCE

A. The charging manufacturer should provide service options including remote and onsite interventions by trained and certified technicians. Manufacturer should also have a proven, capable international service organization in place to provide 2nd or 3rd line support to local service organization.

PART 3 EXECUTION

3.01 EXAMINATION

A. Examine areas and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

B. Examine roughing-in for EV charging equipment electrical conduit to verify actual locations of conduit connections before equipment installation.

C. Examine walls, floors, and pavement for suitable conditions where EV charging equipment will be installed.

D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 INSTALLATION

A. Comply with NECA 1 and NECA 413.

B. Concrete Base Mounting:

1. Install EV charging equipment on existing concrete base.
    a. Place and secure anchorage devices. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
    b. Install anchor bolts to elevations required for proper attachment to supported equipment.
    c. Secure EV charging equipment to concrete base according to manufacturer's written instructions.

C. Comply with mounting and anchoring requirements specified by University Representative.

D. Wiring Method: Install cables in existing raceways.

1. Comply with requirements for raceways and boxes specified in Section 26 05 34 "Conduit for Electrical Systems" and Section 26 05 37 “Boxes for Electrical Systems”

E. Wiring within Enclosures: Bundle, lace, and train conductors to terminal points with no excess and without exceeding manufacturer's limitations on bending radii. Install lacing bars and distribution spools.

F. Secure covers to enclosure.

3.03 CONNECTIONS

A. Connect wiring according to Section 26 05 19 "Low-Voltage Electrical Power Conductors and Cables."

B. Comply with grounding requirements in Section 26 05 26 "Grounding and Bonding for Electrical Systems."

C. Comply with requirements for installation of conduit in Section 26 05 34 "Conduit for Electrical Systems." Drawings indicate general arrangement of conduit, fittings, and specialties.

D. Tighten electrical connectors and terminals according to manufacturer's published torque tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.

3.04 IDENTIFICATION

A. Identify system components, wiring, cabling, and terminals.

3.05 FIELD QUALITY CONTROL

A. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.

B. Perform tests and inspections with the assistance of a factory-authorized service representative.

C. Tests and Inspections:

1. For each unit of EV charging equipment, perform the following tests and inspections:
   a. Unit self-test.
   b. Operation test with EV.
   c. Network communications test.

D. EV charging equipment will be considered defective if it does not pass tests and inspections.

E. Prepare test and inspection reports.

3.06 STARTUP SERVICE

A. Engage a factory-authorized service representative to perform startup service.

1. Complete installation and startup checks according to manufacturer's written instructions.

3.07 ONGOING MANAGEMENT SERVICES

A. Engage a station manufacturer that offers a service to manage the administration and policies of the electric vehicle charging stations on an ongoing basis.

3.08 SOFTWARE AGREEMENT SERVICE

A. Technical Support: Beginning at Substantial Completion, service agreement shall include software support for the duration of an active Network Service Plan.

B. Upgrade Service: At Substantial Completion, remotely update software to latest version. Install and program software upgrades that become available while an active Network Service Plan is maintained. Upgrading software shall include operating system and new or revised licenses for using software.

3.09 DEMONSTRATION

A. Train Owner's maintenance personnel to adjust, operate, and maintain EV charging equipment.

END OF SECTION

SECTION 26 26 53.2
ELECTRICAL VEHICLE CHARGING EQUIPMENT - FLEET

GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

A. Section includes Electrical Vehicle (EV) charging equipment that provides Level 2 EV charging.

1.03 DEFINITION

A. EV: Electric vehicle.

B. EV Cable: The off-board cable containing the conductor(s) to connect the EV power controller to the EV that provides both power and communications during energy transfer.

C. EV Charger or EV Charging Equipment: See "EVSE".

D. EV Connector: A conductive device that, when electrically coupled to an EV inlet, establishes an electrical connection to the EV for the purpose of power transfer and information exchange. This device is part of the EV coupler.

E. EV Coupler: A mating EV inlet and connector set.

F. EV Inlet: The device in the vehicle into which the EV connector is inserted, and a conductive connection is made for the transfer of power and communication. This device is part of the EV coupler.

G. EVSE: Electric Vehicle Supply Equipment. It includes the EV charging equipment and conductors, including the ungrounded, grounded, and equipment grounding conductors and EV cables, attachment plugs, and all other fittings, devices, power outlets, or apparatus installed specifically for transferring energy between the premise wiring and the EV.

1.04 SUBMITTALS

A. Submit product data under provisions of Section 01 30 00.

B. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for EV charging equipment.
2. Include rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.

C. Shop Drawings: For EV charging equipment.

1. Include details of equipment assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
2. Detail fabrication and assembly of mounting assemblies for EV charging equipment.
3. Include diagrams for power, signal, and control wiring.

D. Manufacturer’s Warranty.

E. Operation and Maintenance Data: For EV charging equipment to include in operation and maintenance manuals.

F. Software and Firmware Operational Documentation

1. Online training and help documentation
2. Station activation sticker

1.05 QUALITY ASSURANCE

A. Installer Qualifications: An authorized representative who is trained and approved by manufacturer.

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.

C. Comply with UL 2231-1. UL 2231-2, UL 2594, and NEC Article 625.

D. Comply with SAE J1772.

E. Comply with FCC Part 15 Class A.

1.06 WARRANTY

A. Manufacturer's Warranty: Manufacturer and Installer agree to repair or replace components of EV charging units that fail(s) in materials or workmanship within specified warranty period.

PRODUCTS

2.01 MATERIALS

A. Basis-of-Design Product: Provide ChargePoint; CT4000 family of electric vehicle charging stations or approved equal.

B. Source Limitations: Obtain EV charging equipment from single manufacturer.

C. EV Charging Equipment

1. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, bya qualified testing agency, and marked for intended location and use.
2. Comply with NFPA 70.
3. ADA compliant.
4. Metering: +/- 2 percent from 2 percent to full scale of output (30 A).
5. EV Charging Equipment Mounting: Surface
6. Enclosures: Rated for environmental conditions at installed location.
   a. Outdoor Locations: NEMA 250, Type 3R.
   b. Aluminum and UV-resistant plastic.
   c. Paint and Anodized.
   d. Charging components protected by security screws.
   e. Charging connectors in locking holsters.
   f. Meter, modem, and CPU, tamper resistant.
7. EV Cable and Connectors:
   a. SAE J1772 connector.
   b. Connectors with locking holster as shown on plans.
   c. 23-foot cable with cable management system.
8. Status Indicators
   a. LEDs to indicate power, charging, charging complete, system status, faults, and service.
9. Display Screen
   a. VGA-resolution, daylight-viewable LCD screen with UV protection. Daylight readable and fingerprint resistant.
   b. Displays power, charging, charging complete, remote control, system status, faults, payment and pricing details, and service.
10. Networking
    a. WAN Communications: Cellular GSM/GPRS and CDMA.
    b. LAN Communications: 2.4 GHz Wi-Fi 802.11b/g/n.
    c. Capable of remote configuration and reporting.

11. Payment
    a. RFID (ISO 15693, ISO 14443), NFC, Contactless credit card reader.
    b. PCI (Payment Card Industry) compliant.
    c. Capable of remote control and authorization including mobile phone application or toll free phone
12. Charging Network: compatible with ChargePoint EV charging network.
    a. Multiple units shall independently connect to charging network.
    b. Individual units shall be capable of indicating station status and availability providing or connecting

D. Performance Requirements
1. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.
2. Surge Withstand: 6 kV at 3000 A.
3. Integral GFCI.
4. Auto-GFCI fault retry.
5. Input Power:
    a. 40 A, 208/240-V ac, 60 Hz, single phase per charger.
    b. Dual circuits do not need to be interlocked.

E. EV Charging Levels:
1. Single vehicle, AC Level 2 at up to 7.2 kW per vehicle.
2. Dual vehicles, AC Level 2 at up to 7.2 kW per vehicle.

2.02 GENERAL FINISH REQUIREMENTS

A. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

B. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

EXECUTION

3.01 EXAMINATION

A. Examine areas and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

B. Examine roughing-in for EV charging equipment electrical conduit to verify actual locations of conduit connections before equipment installation.

C. Examine walls, floors, and pavement for suitable conditions where EV charging equipment will be installed.

D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 INSTALLATION

A. Comply with NECA 1 and NECA 413.

B. Concrete Base Mounting:
1. Install EV charging equipment on 24-inch nominal-diameter and 24-inch concrete base per Section 32 16 01 - Concrete Improvements.
    a. Place and secure anchorage devices. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
    b. Install anchor bolts to elevations required for proper attachment to supported equipment.

c. Secure EV charging equipment to concrete base according to manufacturer's written instructions.

C. Comply with mounting and anchoring requirements specified in Section 260548.16 "Seismic Controls for Electrical Systems."

D. Wiring Method: Install cables in raceways. Conceal raceway and cables except in unfinished spaces.

1. Comply with requirements for raceways and boxes specified in Section 260533 "Raceways and Boxes for Electrical Systems."
2. Comply with requirements for underground raceways and enclosures specified in Section 260543 "Underground Ducts and Raceways for Electrical Systems."

E. Wiring within Enclosures: Bundle, lace, and train conductors to terminal points with no excess and without exceeding manufacturer's limitations on bending radii. Install lacing bars and distribution spools.

F. Circuit Breakers: Comply with Section 262816 "Enclosed Switches and Circuit Breakers."

G. Secure covers to enclosure.

3.03 CONNECTIONS

A. Connect wiring according to Section 260519 "Low-Voltage Electrical Power Conductors and Cables."

B. Comply with grounding requirements in Section 260526 "Grounding and Bonding for Electrical Systems."

C. Comply with requirements for installation of conduit in Section 260533 "Raceways and Boxes for Electrical Systems." Drawings indicate general arrangement of conduit, fittings, and specialties.

D. Tighten electrical connectors and terminals according to manufacturer's published torque tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.

3.04 IDENTIFICATION

A. Identify system components, wiring, cabling, and terminals.

3.05 FIELD QUALITY CONTROL

A. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.

B. Perform tests and inspections with the assistance of a factory-authorized service representative.

C. Tests and Inspections:

1. For each unit of EV charging equipment, perform the following tests and inspections:
   a. Unit self-test.
   b. Operation test with EV.
   c. Network communications test.

D. EV charging equipment will be considered defective if it does not pass tests and inspections.

E. Prepare test and inspection reports.

3.05 STARTUP SERVICE

A. Engage a factory-authorized service representative to perform startup service.

1. Complete installation and startup checks according to manufacturer's written instructions.

3.05 ONGOING MANAGEMENT SERVICES

A. Engage a station manufacturer that offers a service to manage the administration and policies of the electric vehicle charging stations on an ongoing basis.

3.05 SOFTWARE AGREEMENT SERVICE

A. Technical Support: Beginning at Substantial Completion, service agreement shall include software support for the duration of an active ChargePoint Network Service Plan.

B. Upgrade Service: At Substantial Completion, remotely update software to latest version. Install and program software upgrades that become available while an active ChargePoint Network Service Plan is maintained. Upgrading software shall include operating system and new or revised licenses for using software.

3.09 DEMONSTRATION

A. Utilize ChargePoint Station Management Services, ChargePoint Assure Services, and Train Owner's maintenance personnel to adjust, operate, and maintain EV charging equipment.

END OF SECTION

SECTION 26 27 26
WIRING DEVICES

PART 1 GENERAL

1.01 SUMMARY

A. Provide electrical materials, installation and testing for the project improvements.

1.02 DESCRIPTION

A. This section describes requirements for wiring devices and connections.

1.03 RELATED WORK

A. Section 26 01 00: General Requirements for Electrical Work.

B. Section 26 05 26: Grounding.

C. Basis of design cubicle whip connections and floor box plates.

1.04 REFERENCE STANDARDS

A. NECA 1 - Standard Practices for Good Workmanship in Electrical Contracting; National Electrical Contractors Association; 2000.

B. NEMA WD 1 - General Color Requirements for Wiring Devices; National Electrical Manufacturers Association; 1999 (R 2005).

C. NEMA WD 6 - Wiring Device -- Dimensional Requirements; National Electrical Manufacturers Association; 2002.

D. NFPA 70 - National Electrical Code; National Fire Protection Association; 2005.

1.05 SUBMITTALS

A. Submit manufacturers' data and shop drawings in accordance with Section 01 3000 - Administrative Requirements and Section 01 6000 - Product Requirements for items listed.

B. Provide submittals for items listed documenting compliance with specification requirements.

C. Product Data:
   1. Electrical Materials: Manufacturer's current published catalog sheets.

PART 2 PRODUCTS

2.01 ALL WIRING DEVICES

A. Provide products listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

2.02 WIRING DEVICES

A. Provide UL listed wiring devices, white or color selected by Engineer, with voltage and current ratings specified and wire terminations designed to contain stranded conductors. Provide grounding type receptacles. Provide RED color for all wiring devices connected to the emergency power system.

B. Provide 120 volt single and duplex receptacles which meet Federal Specification W-C-596 as listed:

1. SPECIFICATION GRADE - COMMERCIAL (DESIGNER)

	HUBBELL	PASS & SEYMOUR	LEVITON
NEMA 5-20R single	#2161	#26342	#16351
NEMA 5-20R duplex	#2162	#26342	#16352

2. SPECIFICATION GRADE - COMMERCIAL

	HUBBELL	PASS & SEYMOUR	LEVITON
NEMA 5-20R single	#5361	#5361	#5361
NEMA 5-20R duplex	#5362	#5362	#5362
NEMA 5-20R duplex with isolated ground	#IG-5362	#IG-6300	#5362-IG
NEMA 5-20R duplex with GFCI	#GF-5362	#2091-S	#6599

3. STANDARD GRADE - COMMERCIAL

	HUBBELL	PASS & SEYMOUR	LEVITON
NEMA 5-20R single	#5351	#5358	#5351
NEMA 5-2OR duplex	#5352	#3232	#5352

C. Provide receptacles other than 120-volt single and duplex as indicated on drawings.

D. Provide 20-amp AC quiet type switches which meet federal specification W-C596 with voltage ratings to suit branch circuit requirements indicated and as listed:

	HUBBELL	PASS & SEYMOUR	LEVITON
Single Pole	1221	20AC	1221
Double Pole	1222	5952	1222
Three Way	1223	20AC3	1223
Four Way	1224	5954	1224
SPST Momentary	1557	5935	1257

E. Listed manufacturers establish a standard of quality. Substitutions will be considered in accordance with Section 26 01 00, General Requirements for Electrical Work.

F. Key Switches: Equivalent to listed switches, activated with removable key.

G. Switch with Pilot Light: Leviton #5226, Bryant #6405, G.E. #7945, or equal.

H. Wall Plates: Type 302 stainless steel, satin finish, minimum 0.040-inch-thick, single or multiple gang.

PART 3 EXECUTION

3.01 WIRING DEVICES

A. Connect wiring devices to circuits indicated using side or back wiring terminals, designed to contain stranded wire.

B. Connect green grounding pigtail from receptacles to outlet box with screw.

C. Install wiring devices flush with the device plate fronts.

D. Align plates plumb with wall, and cover opening, without use of "jumbo" plates.

END OF SECTION

SECTION 26 56 00
EXTERIOR LIGHTING

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:
   1. Exterior luminaires with lamps and drivers.
   2. Luminaire supports.
   3. Luminaire-mounted photoelectric relays.

B. Related Documents & Sections:
   1. Drawings and general provisions of the Contract apply to the work of this Section.
   2. Division 26 General Requirements of Electrical Work sections apply to work in this Section.

C. Coordination Requirements:
   1. Coordinate the installation of all light fixtures with the work of other trades. This includes but is not limited to placement of fixtures in conjunction with civil work such as sidewalks, roadways, parking lots, landscaping, and building exteriors.
   2. Coordinate the installation of all light fixtures with mounting surfaces fixtures that light will be mounted within, onto, or through. Coordinate placement of fixture supports, anchors and mounts.

1.02 SUBMITTALS

A. Product Data: For each type of light fixture, arranged in order of fixture designation. Include data on features, accessories, and finishes.
   1. Submit manufacturer's product datasheet on each and every light fixture.
   2. Furnish shop drawing portfolios (collated & bound sets) containing the following information:
      a. Name of manufacturer, make, and model of each particular fixture in the project.
      b. Product listing information (UL, ETL, DLC, Dark Sky, etc…)
      c. Descriptive cut sheets. Indicate fixture catalog number selections, highlight, or make obvious which part numbers are used to build the complete fixture catalog number.
      d. Complete photometric information and coefficient utilization tables.
      e. Fixture voltage, match to project specifics.
      f. Wiring diagrams for power, control, and signal wiring.
      g. Photoelectric relays and how they interconnect into the system schematically.
      h. The number, type, and wattage of the fixture lamps. Include lamp rated life, color temperature, color rending index (CRI), initial & mean lumen output.
      i. The wattage and illumination information for LED fixtures. Include rated life, color temperature, CRI, initial & mean lumen output of LED fixtures.
      j. Lens information including type, pattern, thickness, material type, special features.
      k. Fixture options, mounting details and ceiling compatibility information.
      l. Construction of fixture housing and door, door type, access hole information.
      m. Fixture ballast and driver manufacturer and type information.
      n. Means of attaching luminaries to supports and indication that the attachment is suitable for components involved.
   3. Submit all lighting fixtures required to be used on this project in one single submittal so that all fixtures can be reviewed one at a time. Those fixtures not receiving a shop drawing action of "No exception taken" or "Furnish as corrected" on the first submittal will be resubmitted for review. A light fixture receiving a shop drawing action of "Revise as noted and resubmit" or "Submit specified item" after the third review for any reason, must be furnished as originally specified.

4. Create the portfolios from standard manufacturer's specification sheets. Identify each fixture by the letter or number indicated on the fixture schedule or project plan sheets as applicable. The combining of more than one fixture type of fixture on a single shell is unacceptable.

B. Shop Drawings for nonstandard or custom lighting fixtures: Show details indicating dimensions, weights, methods of field assembly, components, features, and accessories. Product Certificates: For each type of ballast and driver, dimmer-controlled fixtures, provided by manufacturer.

C. Product Schedule: For all luminaires and lamps, using the same designations as on the Project Drawings.

D. Qualification Data: For testing laboratory providing photometric data for luminaires.

E. Product Certificates: For each luminaire type and for each photoelectric relay type.

F. Product Test Reports: For each luminaire, for tests performed by a qualified testing agency. Provide all applicable source quality-control reports.

G. Operation and Maintenance Data: Instructions for each product including information on replacement parts.

H. Provide all applicable field quality-control reports.

I. Project Record Documents: Record actual connections and locations of luminaires and any associated remote mounted components. Provide this information along with project 'as-builts' per the contract documents plans and specifications.

J. Warranty: Provide a copy of the sample warranty prior to commencement of work. Include a copy of the final approved warranty in the project close out documentation.

1.03 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in CEC/NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Comply with IEEE C2, "National Electrical Safety Code."

C. Comply with CEC/NFPA 70.

D. Manufacturers: Firms regularly engaged in the manufacturer of interior and exterior light fixtures of types and ratings required, whose products have been in satisfactory use in similar service for not less than three (3) years.

E. Installer: Qualified with at least three (3) years of successful installation experience on projects with interior and exterior lighting fixture work similar to that required for this project.

F. Luminaire Photometric Data Testing Laboratory Qualifications: Luminaire manufacturers' laboratory that is accredited under the NVLAP for Energy Efficient Lighting Products.

G. Luminaire Photometric Data Testing Laboratory Qualifications: Provided by an independent agency, with the experience and capability to conduct the testing indicated, that is an NRTL as defined by OSHA in 29 CFR 1910.7, accredited under the NVLAP for Energy Efficient Lighting Products and complying with applicable IES test standards.

H. Provide luminaires from a single manufacturer for each luminaire type.

I. Mockups: As required on a project-by-project basis (typically not required) for exterior luminaires, complete with power and control connections.
   1. Obtain Owner's approval of luminaires in mockups before starting installations.
   2. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed work.

3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Owner specifically approves such deviations in writing.
4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.04 REFERENCES

A. California Electrical Code (CEC) Compliance: Comply with the CEC (NFPA 70) as applicable to the installation and construction of lighting fixtures.

B. NEMA Compliance: Comply with applicable requirements of NEMA Standard Pub. Nos. LE-1 and LE-2 pertaining to lighting equipment.

C. ANSI/UL Compliance: Comply with ANSI/UL Standards pertaining to interior and exterior lighting fixtures for hazardous locations. ANSI C82.11 – American National Standard for Lamp Ballasts – High Frequency Fluorescent Lamp Ballasts – Supplements.

D. IEEE C62.41.2 – Recommended Practice on Characterization of Surges in Low-Voltage (1000 V and less) AC Power Circuits.

E. .IESNA LM-79 – Approved Method: Electrical and Photometric Measurements of Solid-State Lighting Products; Illuminating Engineering Society.

F. IESNA LM-80 – Approved Method: Measuring Lumen Maintenance of LED Light Sources.

G. NECA 1 – Good Workmanship in Electrical Construction, latest edition.

H. NECA/IESNA 501 – Standard for Installing Exterior Lighting Systems, latest edition.

I. Underwriter's Laboratories (UL) Listings. Provide fixtures that have been UL Listed and labeled to any or all of the following standards as applicable to the project:
   1. UL 844 – Luminaires for Use in Hazardous (Classified) Locations.
   2. UL 924 – Emergency Lighting and Power Equipment.
   3. UL 1598 – Luminaires.
   4. UL 8750 – Light Emitting Diode (LED) Equipment for Use in Lighting Products.

1.05 DELIVERY, STORAGE, AND PROTECTION

A. Received, handle, and store products according to NECA/IESNA 500 (commercial lighting), NECA/IESNA 501 (exterior lighting), NECA/IESNA 502 (industrial lighting), and all manufacturer's written instructions.

B. Keep fixtures in original product packaging until ready for installation. Do not leave unpackaged fixtures unattended or where they are subject to dirt, debris, or damage.

C. Keep all fixtures warm, dry, safe, and secure. Adhere to manufacturer storage requirements.

D. Protect finishes of exposed surfaces by applying a strippable, temporary protective covering prior to shipping.

1.06 WARRANTY

A. Provide a five (5) year manufacturer warranty for all exterior fixtures, LED drivers, and LED light boards (light engines) from date of substantial completion of the project. This warranty to cover all product defects, performance criteria, and parts.

B. Manufacturer and installer agree to repair or replace components of luminaires that fail in materials or workmanship within specified warranty period.
   1. Failures include, but are not limited to, the following:
      a. Structural failures, including luminaire support components.
      b. Faulty operation of luminaires and accessories.
      c. Deterioration of metals, metal finishes, and other materials beyond normal weathering.

PART 2 PRODUCTS

2.01 FIXTURES, GENERAL

A. Provide all fixtures with UL or other qualified third party listed for the environment where they will be installed including: damp, wet, extreme temperature, or hazardous locations.

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

C. Luminaires must comply with UL 1598 and be listed and labeled for installation in wet locations by an NRTL acceptable to authorities having jurisdiction.

D. Metal Parts: Free of burrs and sharp corners and edges.

E. Sheet Metal Components: Corrosion-resistant aluminum unless otherwise indicated. Form and support to prevent warping and sagging.

F. Housings: Rigidly formed, weather- and light-tight enclosures that will not warp, sag, or deform in use. Provide filter/breather for enclosed luminaires.

G. Doors, Frames, and Other Internal Access: Smooth operating, free of light leakage under operating conditions, and designed to permit relamping without use of tools. Designed to prevent doors, frames, lenses, diffusers, and other components from falling accidentally during relamping and when secured in operating position. Provide removable doors for cleaning or replacing lenses. Designed to disconnect ballast when door opens.

H. Exposed Hardware Material: Stainless steel.

I. Plastic Parts: High resistance to yellowing and other changes due to aging, exposure to heat, and UV radiation.

J. Light Shields: Metal baffles, factory installed and field adjustable, arranged to block light distribution to indicated portion of normally illuminated area of field.

K. Provide reflecting surfaces with minimum reflectance as follows unless otherwise indicated:
   1. White Surfaces: 85 percent.
   2. Specular Surfaces: 85 percent.
   3. Diffusing Specular Surfaces: 75 percent.

L. Lenses and Refractors Gaskets: Use heat- and aging-resistant resilient gaskets to seal and cushion lenses and refractors in luminaire doors.

M. Luminaire Finish: Manufacturer’s standard paint applied to factory-assembled and -tested luminaire before shipping. Where, indicated, match finish process and color of pole or support materials.

N. Variations in Luminaire Finishes: Noticeable variations in same piece are unacceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved samples and are assembled or installed to minimize contrast.

O. Diffusers and Globes:
   1. Acrylic Diffusers: 100 percent virgin acrylic plastic, with high resistance to yellowing and other changes due to aging, exposure to heat, and UV radiation.
   2. Glass: Annealed crystal glass unless otherwise indicated.
   3. Lens Thickness: At least 0.125 (3.175 mm) minimum unless otherwise indicated.

P. Factory-Applied Labels: Comply with UL 1598. Include recommended lamps and ballasts. Locate labels where they will be readily visible to service personnel, but not seen from normal viewing angles when lamps are in place.
   1. Provide label with the following lamp and ballast characteristics:
      a. "USES ONLY" and include specific lamp type.
      b. Lamp diameter, shape, size, wattage and coating.
      c. CCT and CRI for all luminaires.

Q. Seismic Performance: Label luminaires and lamps as vibration and shock resistant to withstand common vibrations encountered at installation site.
   1. The term "withstand" means "the luminaire will remain in place without separation of any parts when subjected to the seismic forces specified and the luminaire will be fully operational during and after the seismic event."

2.02 MANUFACTURERS

A. Manufacturers: As noted on the drawings by notes and/or by the light fixture schedule on drawings.

2.03 LUMINAIRE SUPPORT COMPONENTS

A. Comply with all manufacturer written instructions for the physical characteristics and installation procedures.

2.04 LED LIGHTING FIXTURES

A. Provide complete LED lighting fixtures for general illumination that have been tested by IES LM-79 and LM-80 requirements.

B. Provide LED light fixtures that are fabricated, assembled, and manufactured as a complete fixture unit, including housing, mounting hardware, driver, light boards (light engines), and lens.

C. Provide LED lighting fixtures that allow for separate replacement of the light boards and driver. In other words, "throw away" fixtures with non-replaceable components are not permitted.

D. Provide LED lighting fixtures capable of continuous dimming as a standard offering. Dimming range to be from 100% to at least 20% of rated lumen output. Provide dimming control of 0-10VDC.

E. Provide all LED fixture control devices compatible with the type of drivers and dimming requirements of the particular project and coordinated with the light fixture submittals prior to ordering.

F. Provide universal input voltage (120-277 VAC) drivers for all LED applications.

2.05 LED DRIVERS

A. Provide drivers that operate from a 60Hz input AC voltage from 120V-277V. Provide unit with an input voltage tolerance range of at least +/- 10%.

B. The Total Harmonic Distortion (THD) of the driver input current must be no more than 20% when operating at nominal input voltage.

C. Provide drivers with a minimum Power Factor (PF) of 0.90.

D. Provide drivers that comply with ANSI C62.41 Category A for transient voltage protection.

E. Drivers must comply with requirements of the FCC rules and regulations, Title 47 CFR Part 18, Non-consumer (Class A) for EMI and EMF (conducted and radiated) interference.

2.06 LED BOARDS

A. Rated minimum life of 60,000 hours minimum per IES LM-70 testing requirements.

B. Provide a TM21 report on LED boards to be used which tests LED life and lumen maintenance per the IES LM-80 standard, and LED light output and efficacy per the IES LM-70 standard.

C. Provide a correlated color temperature (CCT) of the LEDs of 4000K unless noted otherwise. Provide uniform CCT for all LED modules within like luminaire types and luminaires within a given project.

D. Provide LED boards such that any individual LED failure on a section of LED board within the fixture will not result in significant output loss of the overall fixture.

2.07 LUMINAIRE-MOUNTED PHOTOELECTRIC RELAYS

A. Comply with UL 773 or UL 773A.

B. Contact Relays: Factory mounted, single throw, designed to fail in the on position, and factory set to turn light unit on at 1.5 to 3 fc (16 to 32 lx) and off at 4.5 to 10 fc (48 to 108 lx) with 15-second minimum time delay. Provide relay with directional lens in front of photocell to prevent artificial light sources from causing false turnoff.
   1. Relay with locking-type receptacle must comply with ANSI C136.10.
   2. Adjustable window slide for adjusting on-off set points.

2.08 POLES

A. Manufacturers: As indicated in the luminaire schedule.

B. All Poles:
   1. Provide poles and associated support components suitable for the luminaire(s) and associated supports and accessories to be installed.

PART 3 EXECUTION

3.01 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

B. Examine roughing-in for luminaire electrical conduit to verify actual locations of conduit connections before luminaire installation.

C. Examine walls, roofs, canopy ceilings, and overhang ceilings for suitable conditions where luminaires will be installed.

D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 LUMINAIRE INSTALLATION

A. Install lamps in each luminaire.

B. Fasten luminaire to indicated structural supports. Additional support requirements include:
   1. Use fastening methods and materials selected to resist seismic forces defined for the application and approved by manufacturer.
   2. Sized and rated for luminaire weight. Able to maintain luminaire position after cleaning and relamping.
   3. Support luminaires without causing deflection of finished surface.
   4. Luminaire-mounting devices must be capable of supporting a horizontal force of 100 percent of luminaire weight and a vertical force of 400 percent of luminaire weight.

C. Wall-Mounted Luminaire Support:
   1. Attach to structural members in walls.

D. Wiring Method: Install cables in raceways. Conceal raceways and cables.

E. Install luminaires level, plumb, and square with finished grade unless otherwise indicated. Install luminaires at height and aiming angle as indicated on Drawings.

F. Coordinate layout and installation of luminaires with other construction.

G. Adjust luminaires that require field adjustment or aiming. Include adjustment of photoelectric device to prevent false operation of relay by artificial light sources, favoring a north orientation.

H. Comply with requirements in Sections “LV Electrical Power Conductors and Cables 600V,” “Conduit” and “Grounding & Bonding for Electrical Systems” for wiring connections and wiring methods.

3.03 CORROSION PREVENTION

A. Aluminum: Do not use in contact with earth or concrete. When in direct contact with a dissimilar metal, protect aluminum by insulating fittings or treatment.

B. Steel Conduits: Comply with Section “Conduit.” In concrete foundations, wrap conduit with 0.010-inch- (0.254-mm-) thick, pipe-wrapping plastic tape applied with a 50 percent overlap.

3.04 IDENTIFICATION

A. Identify system components, wiring, cabling, and terminals per Section “Identification for Electrical Systems.”

3.05 FIELD QUALITY CONTROL

A. Inspect each installed luminaire for damage. Replace damaged luminaires and components.

B. Perform the following tests and inspections:
   1. Operational Test: After installing luminaires, switches, and accessories, and after electrical circuitry has been energized, test units to confirm proper operation.
   2. Verify operation of photoelectric controls.

C. Illumination Tests:
   1. Measure light intensities at night. Use photometers with calibration referenced to NIST standards. Comply with the following IES testing guide(s):
      a. IES LM-5
      b. IES LM-50
      c. IES LM-52
      d. IES LM-64
      e. IES LM-72
   2. Operational Test: After installing luminaires, switches, and accessories, and after electrical circuitry has been energized, test units to confirm proper operation.

D. Luminaire will be considered defective if it does not pass tests and inspections.

E. Prepare a written report of tests, inspections, observations, and verifications indicating and interpreting results. If adjustments are made to lighting system, retest to demonstrate compliance with standards.

3.06 DEMONSTRATION

A. Train Owner’s maintenance personnel to adjust, operate, and maintain luminaires and photocell relays.

3.07 ADJUSTING

A. Occupancy Adjustments: When requested within 12 months of date of Substantial Completion, provide on-site assistance in adjusting the direction of aim of luminaires to suit occupied conditions. Make up to two visits to Project during other-than-normal hours for this purpose. Some of this work may be required during hours of darkness.
   1. During adjustment visits, inspect all luminaires. Replace lamps or luminaires that are defective.
   2. Parts and supplies shall be manufacturer’s authorized replacement parts and supplies.
   3. Adjust the aim of luminaires in the presence of the Owner.

END OF SECTION

SECTION 27 10 05
STRUCTURED CABLING FOR DATA

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Communications system design requirements.

B. This section describes requirements for the installation of the communication cabling system and telecommunication outlets:

1. Cabling and pathways connecting Electric Vehicle Power Charging Station (EVPCS) and Electric Vehicle Dispensers (EVD).

1.2 RELATED REQUIREMENTS

A. Section 26 01 00: General Requirements for Electrical Work.

B. Section 26 05 19: Low-voltage Electrical Power Conductors and Cables

C. Section 26 05 34: Conduit

D. Section 26 05 37: Boxes

E. Section 26 27 26: Wiring Devices

1.3 CODES AND STANDARDS

A. Comply with the current applicable standards of the listed agencies for the telecommunication cabling system installation.

B. American National Standards Institute (ANSI)/ Telecommunications Industry Association (TIA)/ Electronic Industries Alliance Standards:

1. ANSI/TIA/EIA-526-14 Optical Power Loss Measurements of Installed Multimode Fiber Cable Plant (latest).
2. NSI/TIA/EIA-568-C: Commercial Building Telecommunications Wiring (latest).
3. ANSI/TIA/EIA-569: Commercial Building Standard for Telecommunications Pathways and Spaces (latest).
4. ANSI/TIA/EIA-598-C: Optical Fiber Cable Color Coding (latest).
5. ANSI/TIA/EIA-606-B (latest): Administrations Infrastructure of Commercial Buildings
6. ANSI/TIA/EIA-607: Commercial Building Grounding and Bonding Requirements for Telecommunications (latest).
7. ANSI/TIA/EIA-758: Customer Owned Outside Plant Telecommunication Infrastructure Standard (latest).

C. Building Industry Consulting Services International (BICSI) Telecommunications Distribution Methods Manual (latest).

D. Americans with Disabilities Act (ADA)

E. FCC Part 58.500.

F. California Title 24 codes, including the California electrical Code (CEC), all federal, state, and local codes, regulations and standards

G. Underwriters Laboratories (UL): Applicable listings and ratings.

H. UC Davis Communications Cabling Standards (latest edition)

I. As-Built record drawings

1.4 SUBMITTALS

A. Procedure: Submit under provisions of Section 01 33 23 - Administrative Requirements and Section 01 60 00 - Product Requirements.

B. Product Data: Include data on features, ratings, and performance for each component specified. Catalog cut sheets shall be provided for the following:

1. Wire, cable, cords and optical fiber
2. Accessories

C. Shop Drawings: Submit within 30 days of award of contract for the University review and approval. For this purpose, request from the University's Representative the AutoCAD backgrounds and electrical drawings. Provide 1 full size hardcopy drawing set and PDF soft copy.

D. Testing Report

E. All documentation required per TIA 606 B (latest)

F. Product Certificates: For each type of cable, connector, and terminal equipment, signed by product manufacturer.

G. As-Built Record Documentation.

H. Manufacturer Seismic Qualification Certification

I. Operation and Maintenance Data: For data communication cabling to include in emergency, operation, and maintenance manuals.

J. Qualification Data: For Installer and testing agency. Certificates

1. Contractor Certification: Installer must have C-7 California Contractor License. Submit evidence that the Contractor is certified by the manufacturers of the proposed communications cables. If different manufacturers will be used, provide certification for all manufacturers. Provide evidence of a minimum of 5 years of cabling installation type work.
2. Foreman and Installer Certification: Submit evidence that the foreman overseeing the job and all cable installers working on the installation of the communications cabling are certified to install these cables by all of the manufacturers of the communications cables used.
3. The lead onsite technician must have a BICSI Installer Certification and be a Certified Ortronics installer. Provide certification.
4. The Project Manager must have a BICSI RCDD Certification.

1.5 COORDINATION

A. Coordinate layout and installation of data communication cabling with Electric Vehicle Charger Vendor.

1.6 SCOPE OF WORK

A. The work shall consist of the furnishing, installation, termination, testing and documentation of a complete and fully functional low-voltage cabling system for Electric Vehicle Chargers and Dispensers. The work shall be compliant with the above listed ANSI/TIA/EIA standards.

1. Data Communications horizontal cabling distribution systems.
2. Performance testing of all cables.
3. Provide labeling
4. Coordinate with the Electric Vehicle Charging Vendor and University's Representative.

1.7 COLOR CODING

A. All communication cabling shall be color coded per the University Standards. Verify colors with the University's Representative prior to purchase.

1. Data.
2. Fiber Optic- per TIA 598C.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Outside Plant UTP Copper Cable

1. Filled core (waterproofing compound) cable shall be used for underground cable installations.

a. PE-39 refers to filled cable with solid polyolefin insulation and is suitable for conduit and direct buried applications. Cable shall meet ANSI ICEA 7CFR-1755-039 and 390 specifications.
b. PE-89 refers to filled cable with formed polyolefin insulation and is suitable for conduit and direct-buried applications. Cable shall meet ANSI ICEA 7CFR-1755-089 and 890 specifications.

2. All outside plant cable shall be Plastic Insulated Conductors (PIC) and the cable jacket shall be marked with cable length, cable code, date and manufacturer.
3. The minimum bend radius during installation is 10 times the outside diameter of the cable and 8 times the outside diameter after installation. Minimum bend radius shall be maintained during and after the installation phase.
4. OPS copper shall have a loop left in each Manhole/pull box.

B. Outside Plant Fiber Optic Cable

1. Loose Tube dry cable with water blocking technology cable by use of a water-swellable tape shall be used for underground installations. For outside plant applications, provide Corning Freedom® Loose tube fiber optic cable Single-mode (OS2) SMF-28® Ultra Fiber, or equal. Equipment shall be installed in accordance with the manufacturer's instructions.
2. Minimum bend radius shall be maintained during and after the installation phase. The minimum bend radius during installation is 15 times the outside diameter of the cable and 10 times the outside diameter after installation.
3. Buffer tube fan out kits shall be used per manufacturer's requirements.
4. OPS fiber shall have a 50-foot service loop left in each Manhole and pull box. This slack shall be properly stored and lashed to the Manhole racks and shall not interfere with existing cables and splice closures.

Single-mode Cable Specifications	
Single-mode Fiber Optic Cable Description	Specification
Maximum Attenuation: (dB/km)	0.4 @ 1310nm
	0.3 @ 1550nm
Gigabit Ethernet Distance Guarantee: (meter)	5000 @ 1310nm
Temperatures: (Operation)	-40 to +70˚C (-40 TO +158˚F) All Dielectric
	-40 to +70˚C (-40 TO +167˚F) Armored
Maximum Tensile Load: Short Term	2700N (600 lbf)
Maximum Tensile Load: Long Term	890N (200 lbf) ALTOS® 810N (180 lbf) FREEDM®
Approvals and Listings	RUS 7 CFR 1755.900
Design and Test Criteria	ANSI/ICEA S-87-640 (ALTOS®), ANSI/ICEA S-104-696 (FREEDM®)
NEC Listing	Article 770
Manufacturer:	Corning Cable Systems® ALTOS®, FREEDM®, or equal.

C. Labeling: Wrap-around self-laminating cable labels of various sizes for labeling cables.

PART 3 - EXECUTION

3.1 GENERAL

A. Install, document and test per applicable TIA standards

B. Perform all installation work in a neat, high quality manner using qualified craftspeople.

C. General: Coordinate the features of materials and equipment so they form an integrated system. Match components and interconnections for optimum future performance.

D. Place cables with sufficient bending radius so as not to kink, shear, or damage jackets, binder or cables, including where cables are coiled for future use or slack. Do not exceed manufacturers' specified bending radii. Do no wrap cables around the feet of systems furniture.

E. Do not pull tie wraps so tight as to kink or crimp the cable jackets.

F. In no event shall any cables be spliced.

G. Perform daily clean-up following all installations and terminations.

3.2 INSTALLATION

A. Labeling Scheme:

1. Provide machine labels on cables on both ends of the cables.
2. Label using an electronic label such as a Brother P-Touch.

B. Fiber Optics distribution:

1. Fiber Optic Cables
   a. Fiber Cable to be fusion spliced and pre-terminated with ultra-polished SC Single-mode fiber pigtails.
   b. Fiber to be tested bi-directionally with power meter and Optical Time Domain Reflectometer (OTDR). Test all horizontal single-mode FTTD cables for full compliance with TIA/EIA 568-C.1 and C.3 (including addenda).
   c. Field-testing instruments for single-mode fiber optic cabling shall meet the requirements of ANSI/TIA/EIA-526-7 using testing Method A and B. Reference TIA/EIA-568-C.3 for additional test requirements.
   d. Link Attenuation testing (power meter):
      1) All horizontal single-mode fiber optic cables shall be tested for link attenuation (i.e. power insertion loss) as referenced in TIA/EIA-568-C.1, Section 11.3 and/or per Table12, which is ever more stringent. See Table 12 for proper fiber testing measures.
      2) All strands shall be tested in a bi-directional method at both wavelengths with a Power Source and Meter capable of recording and plotting data.
      3) TIA/EIA 568-C.1 and TIA/EIA 526-7 outlines the steps required to test single-mode fiber optic cable.
      4) Ensure that all connectors (on both sides of the mating sleeve) are clean prior to testing. Do not use canned air to clean the connectors or mating sleeves.
   e. Optical Time Domain Reflectometer (OTDR):
      1) Horizontal cables shall be tested bi-directional and at both wave lengths for dB loss and end-to-end total installed distance with an OTDR. Each trace shall indicate the cable length and 2-Point dB loss between the A and B test trace cursors. Test using a manufactured and terminated Corning MM/SM or equal, as appropriate, glass launch cable. OTDR traces shall use the Medium Smooth setting and readings taken in feet.
      2) Cables to be tested at the appropriate pulse width to accommodate short cable lengths (MM cable at maximum 5 ns/6.6 ft and SM maximum 20 ns/6.6 ft).

   f. Maximum Loss Measurements for Installed Fiber Optic Cables

Mated Connector Loss:	0.5 dB per mated pair
Connector Loss:	0.5 dB per connector
Splice Loss: Fusion Multimode.	0.15 dB
Fusion Single-mode	0.06 dB
Mechanical	0.3 dB
Fiber loss: Multimode	3.5 dB/km @ 850 nm
	1.0 dB/km @ 1300 nm
Fiber loss: Single-mode	1.0 dB/km @ 1310 nm (Inside Plant Cable)
	0.75 dB/km @ 1550 nm (Inside Plant Cable)

g. Adhere to all manufacturer installation guidelines and for cable allowable radiuses for pulling (20 times the diameter) and at rest (10 times the Diameter).
h. Pulling tensions shall not exceed 600 lbs and/or those recommended by the fiber optic cable manufacturer.
i. Manufacturer's minimum specified bend radius shall not be exceeded.
j. In the event that cabling is totally dielectric (nonmetallic) and installed in a nonmetallic duct, a #14 copper wire shall be placed in the conduit with the cable to be used as tracer for cable locating purposes.

3.3 TESTING

A. Test Result Documentation:

B. Power meter fiber optic test results shall be provided by tester-generated documentation in hard copy (paper copy) and soft copy (CD electronic copy). Provide in manufacturer software format.

C. OTDR fiber optic traces shall be provided in hard copy (paper copy) and soft copy (CD electronic copy) that is readable by Corning Cable Systems, GN Net Test or Fluke LinkWare software, or equal. Test results shall be organized by NAM# and closet in an orderly fashion.

D. CD electronic copy shall have the latest version of software burned on it for viewing test results and a copy of the transmittal letter explaining any issues regarding the test results (skipped #'s, cause of failures, etc.).

E. CD shall have a computer generated label with:

1. Contractor's Name
2. Date
3. UC Davis Bldg name, CAAN and project number
4. Contents (Fiber/copper Test Results, etc.)

F. Test all horizontal cables and terminations to demonstrate that all cables meet or exceed all performance specifications designated by TIA/EIA 568-C Annex E. Tests must demonstrate full compliance with Category 6a specifications.

G. Provide test results for all conductor pairs of all cables on a CD in an MS Excel worksheet format.

H. Complete testing and labeling, with test results presented to the University's Representative no later than 3 weeks prior to completion.

I. Test the basic link as defined by ANSI/TIA/EIA T568-A, and including the horizontal cable by performing end-to-end tests using a Level III certified tester to attain minimum limits for attenuation and NEXT accuracy of 1.0 and 1.6dB, respectively.

J. Test horizontal cable to meet the following performance standards:

Parameter	Category 6A
Frequency Range	1-100 MHz
Attenuation	24.0 dB
NEXT	40.4 dB
Power Sum Next	38.4 dB
ACR	11.8 dB/100m
Power sum ACR	9.8 dB/100m
ELFEXT	17.4 dB
Power Sum ELFEXT	14.4dB
Return Loss	17.3 dB
Propagation Delay	536.3 MHz
Delay Skew	45 ns/100m
Insertion Loss	31 dB/100m
Return Loss	17.3dB
PSACRF	20.8 dB/100m
ACRF	23.8 dB/100m

K. Remove and replace all cables failing to meet above indicated standards, with cables that prove, by testing, to meet the standards. The installation will not be accepted until testing indicates that all pairs in all cables meet the appropriate standards.

L. Testing requirements for copper and fiber optic horizontal cables:

1. Test and document each horizontal cable segment separately.
2. Test each end-to-end cable link.
3. Perform testing on all installed cabling systems.
4. Provide all documented test results to the University's Representative for review and approval by Communication Resources.
5. Prior to testing, all cables shall be installed, terminated, labeled and inspected.
6. Notify the University's Representative 48 hours in advance and provide a testing schedule. The University's Representative has the right to verify the set-up and procedures of testing instruments and be present during cable certification.
7. Provide calibration certifications for testing equipment to be used, prior to commencement of testing. All testers are to have been calibrated within the last year of testing.
8. All tests conducted before approval shall not be accepted.

M. Permanent link test all UTP horizontal station cables with a Level III or layer tester for full compliance with TIA/EIA 568-C.2, Category 6A specifications. Test using Cat 6A test cords, by same manufacturer as test equipment and save all graphs when testing. Contractor to test patch panels. Test results shall be provided for all conductors of each cable and shall meet University's design standards. Test reports to be provided in the tester manufacturer software format. CD electronic copy shall have the latest version of software burned on it for viewing test results and a copy of the transmittal letter explaining any issues regarding the test results (skipped numbers, cause of failures, etc.).

3.4 DOCUMENTATION

A. Cable Records: Provide a database of cable records, both hard copy and on USB drive, using the University approved format for input to the University's facilities management package.

1. Project Documentation: Submit the following documentation immediately upon completion of testing and labeling of the system. They will be used by the University's Representative for making data equipment connections to the system:
   a. Reproducible as-built drawings showing location, cable location numbers, conduit.
   b. Test results.

3.5 CABLING

A. All cabling shall be plenum CMP.

B. All cabling shall be compliant with the latest ANSI/TIA/EIA 568 standard

C. All cabling shall be color coded.

D. All cabling (except fiber) shall be rated for power over Ethernet PoE.

E. Splices are not permitted for horizontal cabling.

F. Maximum lengths:

1. Horizontal copper cabling- 295 feet.
2. Fiber optic cable max supportable length varies depending on media and base. Max supportable lengths shall be per EIA/TIA 568 latest (e.g. TIA 568 C.0, Table 7)

G. Minimum Bend Radius

1. Copper: Per TIA 568-C.0 (latest), 4x diameter (no load)
2. Fiber: Per Table 2 TIA 568-C.0 (latest) typically 10x diameter

H. Conduit fill shall be not greater than 40%. The following are examples:

1. 1-1/4" EMT: 7 Cat 6 cables maximum (Cat 6, 4pr, CMP,.236" OD)

2. 1-1/4" EMT: 4 Cat 6a cables maximum (Cat 6a, 4pr, CMP,.300" OD)

END OF SECTION

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.

APPENDIX A -
PROGRESS
PAY FORMS

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:**

Form CC 1 REV: 01/15

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	$ -
					$ -		$ -	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:**

COUNCIL COMMUNICATION

CC #: 1920
File #: 0203-04 & 0201-01

Title:	401 Oak Remediation Services - Contract Purchase Agreement and Budget Adjustment
Contact:	Rebecca McCoy 916-774-5706 ramccoy@roseville.ca.us

Meeting Date: 2/16/2022
Item #: 6.5.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution authorizing the City Manager to execute a contract purchase agreement with JM Environmental Inc. in the amount of $2,137,500 for 401 Oak Remediation Services required to complete the demolition project at 401 Oak Street.

Additionally, staff recommends City Council adopt an ordinance approving a budget adjustment in the amount of $2,214,045 which includes the costs of the known and anticipated asbestos remediation.

BACKGROUND

Located at 401 Oak Street, at the intersection of Royer Street and S. Grant Street, the project site is 1.39 acres and includes a 19,000 square foot building. The property was sold to the University Development Foundation in 2018 and then purchased back by the City in 2021. However, the existing building, a former City fire station, has remained vacant since the fire station relocated in 2018.

As contemplated in the Downtown Specific Plan, redevelopment of 401 Oak Street has been anticipated since the plan's inception. Several uses are principally permitted, including residential, offices, commercial, retail sales, and personal service. To help incentivize development, the City will prepare the site to provide a clean vacant property to a developer. The total project will include demolition of the building, remediating all contaminants, and raising the property out of the floodplain.

In July of 2021, a contract purchase agreement was established with Double B Demolition. This demolition was scheduled to begin on December 6, 2021. However, because of additional unforeseen hazardous material remediation requirements, their start date is now unknown.

Around the same time as the contract with Double B Demolition, a contract purchase agreement was also established with WCE Environmental to remediate asbestos per reports from Adam

Labs. After investigation it was discovered that the amount of remediation required for a safe demolition of the building far exceeded the intended scope between WCE and the City. Adam Labs was requested to take several new samples and concluded that there is a significant amount of asbestos behind walls in the stairwells, mechanical room, and ceiling spaces. Because of the changed conditions, the project was rebid.

A formal bid was issued with one comprehensive vendor response:

Bidder	Total
JM Environmental Inc. Granite Bay, CA	$2,137,500
American Technologies, LLC. (ATI) West Sacramento, CA	$42.50/sq. ft. remediated

American Technologies, LLC. (ATI) was deemed non-responsive due to their incomplete proposal.

The bid requested pricing for the following items: remediation cost per square foot of friable and non-friable asbestos and a not-to-exceed cost for known and anticipated asbestos removal.

Only JM Environmental Inc. was responsive, and staff is recommending awarding the contract to them.

FISCAL IMPACT

The existing project budget (500215 - 401 Oak Street Site Work) is $1,214,604. With the addition of the recommended $2,214,045 budget adjustment, the total project budget will be $3,428,649. Funding will pay for:

- $5000 - Adam Labs (Asbestos & Mold Testing)
- $1710 - ATI (Mold Containment)
- $950,000 Double B Demolition (Demolition, Contaminated Soil Hauling, Fill Dirt Hauling Not-to Exceed)
- $25,270 - Warren Engineering (Completed Site Survey, Grading Plan)
- $88,000 - ENGEO (Continuous Fill Material & Geotechnical Testing, Environmental Survey, SWPPP Monitoring)
- $19,170 - Williams & Paddon (Completed Plans)
- $9,500 - GW Demo (Fill Dirt Management)
- $204,251 - Staff Labor (6% Total Project Cost), Permitting, SWPPP, Bidding Expenses
- $120,000 - WCE Environmental
- $2,137,500 - JM Environmental (Not-to-Exceed Cost)

There are adequate available resources in the Strategic Improvement Fund (SIF) to support this budget adjustment. The project is being funded by SIF as the ultimate development of the site will produce tax revenue to support General Fund services.

ENVIRONMENTAL REVIEW

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

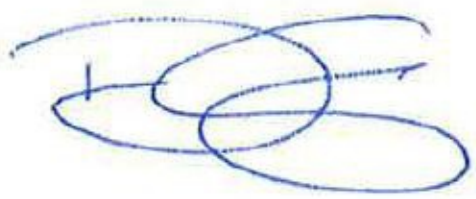
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal D - Enhance economic vitality

Respectfully Submitted,

Rebecca McCoy, Project Coordinator

Jason Shykowski, Public Works Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-036

CPA 3001784 JM Environmental

Ordinance 6454

Budget Adjustment

Vicinity Map

RESOLUTION NO. 22-036

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

WHEREAS, a contract purchase agreement (3001784), for 401 Oak Remediation Services, by and between the City of Roseville and JM Environmental Inc., has been reviewed by the City Council.

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

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

Contract Purchase Agreement 3001784

Supplier Details:

Company	JM Environmental Inc
Contact	John Moore
Address	P O Box 2189
	Granite Bay, CA 95746

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 3001784

Agreement	**3001784**
Agreement Date	**07-JAN-2022**
Revision	**0**
Agreement Amount	**2,137,500.00 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
JM Environmental Inc
P O Box 2189

Granite Bay, CA 95746
Phone: ()
Fax: ()
Email: jmoore@jmenv.com

Description of Labor, equipment and/or materials

THE SERVICES CALLED FOR UNDER CITY OF ROSEVILLE REQUEST FOR PROPOSAL #01-044 AND CONTRACTOR'S PROPOSAL THERETO TITLED RE: REQUEST FOR PROPOSALS FOR RFP #01-044 401 OAK REMEDIATION SERVICES DATED 12/20/21 (HEREINAFTER "PROPOSAL"). THE TERMS AND SCOPE OF WORK OF CITY OF ROSEVILLE REQUEST FOR PROPOSAL #01-044 AND CONTRACTOR'S PROPOSAL ARE HEREIN MADE PART OF THIS CONTRACT PURCHASE AGREEMENT AND FULLY INCORPORATED BY REFERENCE.

START DATE: EXECUTED AGREEMENT
END DATE: FINAL PAYMENT

PLEASE CONTACT LORI HOGAN AT 916-774-5707 OR BY EMAIL AT 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
	10859	**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 certifies that Contractor, its employees, directors, officers, agents, subcontractors, vendors, and volunteers are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension or ineligibility by any federal, state, or local department or agency.
21. This Agreement may be amended via change order, but only if such change order is made in writing, approved by the City, and signed by both parties.
22. 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. 00805503

Contractor License No. 693564: A,B,C21,C22,ASB,HAZ

DIR Registration No. 1000002409

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 3/2/21 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
*401 Oak Street 95678	1974
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

* Indicates facility has known asbestos

Sign to acknowledge receipt of asbestos notification:

SIGNATURE	Tonja Moore, VP, Secretary
COMPANY NAME	JM Environmental, Inc.
DATE	1/12/22

Asbestos
Rev 01/16/19

Supplier	
Signature:	
Print Name:	John Moore
Title:	President

Supplier	
Signature:	
Print Name:	Tonja Moore
Title:	VP/Secretary

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

ORDINANCE NO. 6454

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2021-22 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 2021-22, is hereby amended as listed on the attached budget adjustment for 401 Oak Remediation Services.

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 _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Dan Allen, Facility Manager
FISCAL YEAR: 2021-22
PREPARER NAME & TITLE: Rebecca McCoy, Project Coordinator
COUNCIL DATE (if applicable): 2/16/2022
DEPARTMENT/DIVISION: Public Works, Facility Services
ORDINANCE:

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1030	5301	84001	500215	2,214,045	Remediation costs for 401 Oak
			TOTAL	2,214,045	

REVENUES/TRANSFERS IN

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

NET ADJUSTMENT	2,214,045	

FUND BALANCE

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1030	3601	00000		(2,214,045)	Decrease Strategic Improvement Fund balance
			TOTAL	(2,214,045)	

Justification for Budget Adjustment:

As contemplated in the Downtown Specific Plan, redevelopment of 401 Oak Street has been anticipated since the plan's inception. Several uses are principally permitted, including residential, offices, commercial, retail sales, and personal service. To help incentivize development, the City will prepare the site to provide a clean vacant property to a developer. The total project will include; demolition of the building, remediating all contaminants, and raising the property out of the floodplain. This $2,214,045 budget adjustment is requested for the remediation of known and anticipated asbestos from the surplus property located at 401 Oak Street. The current budget for project 500215 - 401 Oak Street Site Work is $1,214,604; the budget adjustment will result in a revised project budget of $3,428,649. There are adequate available resources in the Strategic Improvement Fund (SIF) to fund this budget adjustment.

REQUIRED APPROVALS:

REQUESTING DEPARTMENT HEAD / DESIGNEE — DATE
BUDGET MANAGER / DESIGNEE — DATE
CHIEF FINANCIAL OFFICER / DESIGNEE — DATE
CITY MANAGER / DESIGNEE — DATE

BUDGET DEPARTMENT USE ONLY:

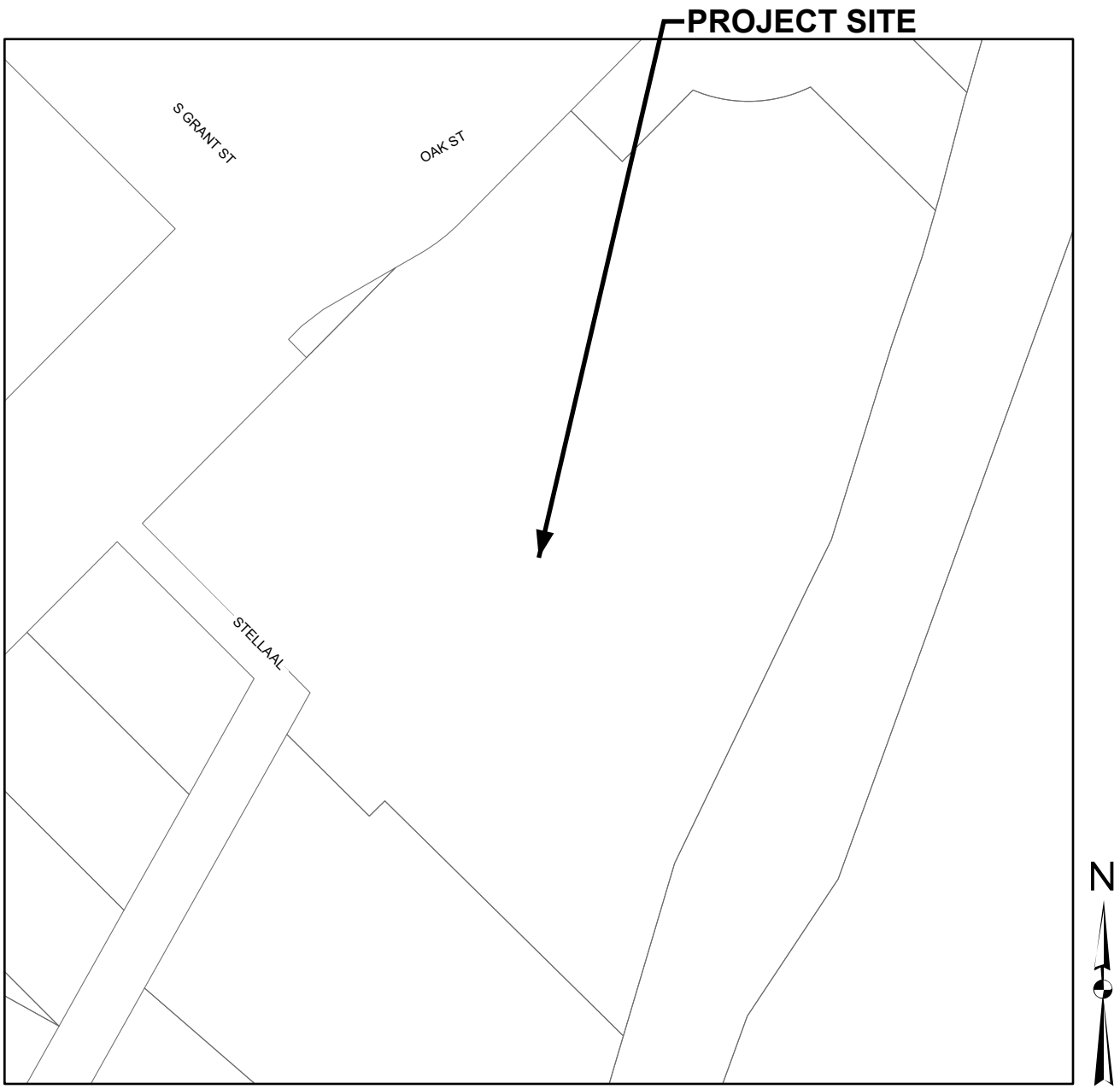
POSTED BY — DATE

Revised: June 24, 2019

Exhibit A

Vicinity Map

401 Oak Street



COUNCIL COMMUNICATION

CC #: 1914
File #: 0900-03

Title:	Electric Dispatch Center Renovation Project - Notice of Completion
Contact:	Jason Grace 916-774-5643 jgrace@roseville.ca.us

Meeting Date: 2/16/2022
Item #: 6.6.

RECOMMENDATION TO COUNCIL

Roseville Electric staff recommends that the City Council adopt a resolution authorizing the Electric Utility Director to file a Notice of Completion for the public project known as Dispatch Remodel Design Build Project. The Electric Department has made a final inspection of the Dispatch Remodel Design Build Project and has found that all contract work has been completed in accordance to the plans and specifications. The project is now ready for acceptance. The total contract amount of $1,939,610.16 was paid by the Electric Fund.

BACKGROUND

Roseville Electric was seeking to improve and modernize the functionality of its dispatch center to meet dispatching needs in the near-term and long-term, taking advantage of current technologies in dispatch centers. The project encompassed tenant improvement construction, dispatch consoles, and audio-visual equipment. The contract was awarded, after a Request for Proposals process, to CB2 Builders Incorporated, initiated by Resolution Number 20-211.

On January 5, 2022, City of Roseville staff confirmed that all punch list items have been completed and the project had been finalized per the Contract Document requirements. In compliance with the specifications and Faithful Performance bond, CB2 Builders Incorporated will guarantee the installation of all improvements for a period of twelve months from the date of Council acceptance.

FISCAL IMPACT

The original contract amount for the Design-Build Construction Agreement for the Electric Dispatch Center Renovation Project was $1,274,610.16. A Contract Amendment was submitted for $716,548.50, with $51,548.50 being covered under the contingency. A budget adjustment was approved by Council on June 2, 2021 for an additional $665,000 for unforeseen field conditions beyond the original scope of work. The total contract amount is $1,991,158.66, which was paid from the Electric 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. Acceptance of the Design and Construction Services for Design-Build Electric Dispatch Center Renovation Project as complete meets the above criteria and is not subject to CEQA. No additional environmental review is required

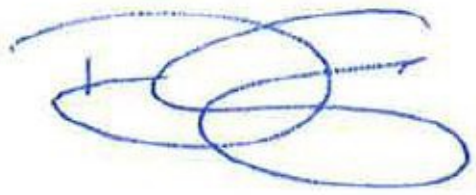
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Jason Grace, Electric Operations Manager

Michelle Bertolino, Electric Utility Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-034

Notice of Completion

Project Location Map

Bonds

Rider

RESOLUTION NO. 22-034

ACCEPTING THE PUBLIC WORK KNOWN AS THE DISPATCH REMODEL DESIGN BUILD PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE ELECTRIC UTILITY DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE

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

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the Dispatch Remodel Design Build Project, has been approved and the public work accepted.

2. The Electric Utility Director is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

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

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

NOTICE OF COMPLETION

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

The direct/general contractor on said project was _____.

The surety on said project was _____

_____.

_____

City of Roseville
Owner

ATTEST:

_____
Carmen Avalos, 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___, _____

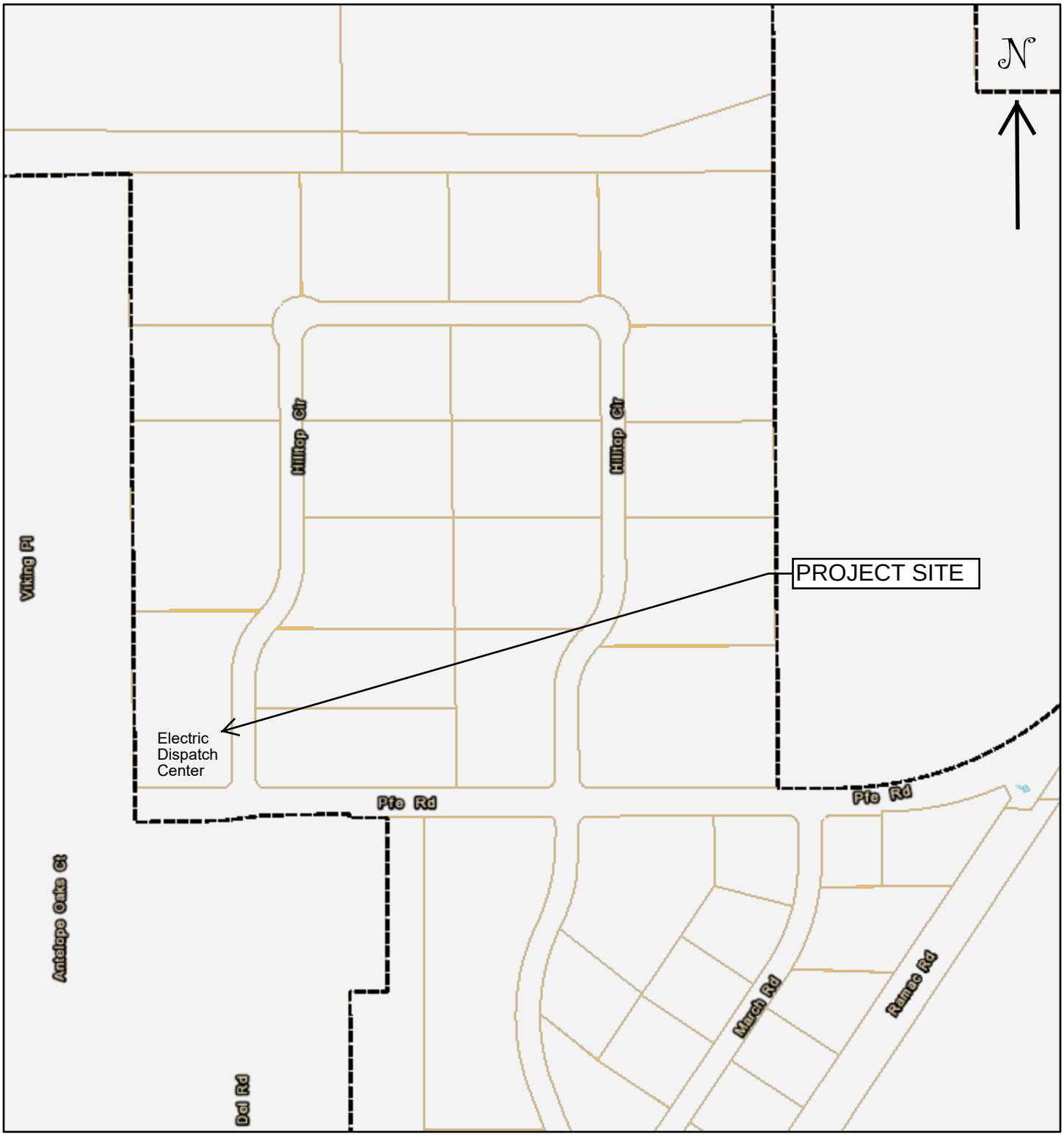
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

_____

Place Notary Seal and/or Stamp Above

Signature of Notary Public

RE Dispatch



1/3/2022, 10:00:07 AM

1:5,496

0 0.04 0.07 0.14 mi

0 0.05 0.1 0.2 km

Esri, HERE, iPC, City of Roseville

Roseville Electric

City of Roseville | Esri, HERE, Garmin, (c) OpenStreetMap contributors |

Bond No. 0751756
Premium $ 16,684.00

PERFORMANCE BOND

This Performance Bond ("Performance Bond"), dated May 1, 2020, is in the penal sum of One Million Two Hundred Seventy Four Thousand Six Hundred Ten and 16/100ths Dollars ($1,274,610.16**********), which is an amount not less than one hundred percent (100%) of the Total Contract Price, and is entered into by and between the undersigned CB2 Builders, Inc. ("Principal" or "Contractor") and the undersigned International Fidelity Insurance Company ("Surety") to ensure the Principal's faithful performance of the Design Build Construction Agreement for the Electric Dispatch Center Renovation project ("Design Build Contract"). This Performance Bond consists of this page and the following Performance Bond Terms and Conditions, Paragraphs 1 through 12. Any singular reference to the Principal, the Surety, the City of Roseville, California ("City") or other party shall be considered plural where applicable.

BOND TERMS AND CONDITIONS

1. The Principal and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the City for the complete and proper performance of the Design Build Contract, which is incorporated herein by reference.

2. If the Principal completely and properly performs all of its obligations under the Design Build Contract, the Surety and the Principal shall have no further obligation under this Performance Bond, except to participate in conferences as provided in Paragraph 3.1 below.

3. If there is no City Default, the Surety's obligation under this Performance Bond shall arise after:

   3.1 The City has notified the Contractor and the Surety at their respective addresses described in Paragraph 10 below, that the City is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen (15) days after receipt of such notice to discuss methods of performing the Design Build Contract. If the City, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Design Build Agreement, but such a mutual agreement shall not waive the City's right, if any, subsequently to declare a Contractor Default; and

   3.2 The City has declared a Contractor Default and formally terminated the Contractor's right to complete the Design Build Contract. Such Contractor Default shall not be declared earlier than twenty (20) days after the Contractor and the Surety have received notice as provided in Paragraph 3.1 above.

   3.3 The City has agreed to pay the Balance of the Total Contract Price to:

      3.3.1 The Surety in accordance with the terms of this Performance Bond and the Design Build Contract; or

3.3.2 To a contractor selected to perform the Design Build Contract in accordance with the terms of this Performance Bond and the Design Build Contract.

4. When the City has satisfied the conditions of Paragraph 3 above, the Surety shall promptly (within thirty (30) days) and at the Surety's expense elect to take one of the following actions:

4.1 Arrange for the Contractor, with the City's consent, such consent to be in the City's sole discretion, to perform and complete the Design Build Contract. If the City withholds its consent, the Surety must elect an option described in Paragraphs 4.2, 4.3 or 4.4, below; or

4.2 Undertake to perform and complete the Design Build Contract itself, through its agents or through independent contractors; or

4.3 Obtain proposals from qualified contractors acceptable to the City for a contract for performance and completion of the Design Build Contract, and, upon determination by the City of the best value for the City, arrange for a contract to be prepared for execution by the City and the contractor selected, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Design Build Contract; and, if the Surety's obligations defined in Paragraph 6 below exceed the Balance of the Total Contract Price, then the Surety shall pay to the City the amount of such excess; or

4.4 Waive its right to perform and complete the Design Build Contract, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances, and, after investigation and consultation with the City, determine in good faith the amount for which it may then be liable to the City under Paragraph 6, below, for the performance and completion of the Design Build Contract and, as soon as practicable after the amount is determined, tender payment therefor to the City with full explanation of the payment's calculation. If the City accepts the Surety's tender under this Paragraph 4.4, the City may still hold Surety liable for future damages then unknown or unliquidated resulting from the Seller Default. If the City disputes the amount of Surety's tender under this Paragraph 4.4, the City may exercise all remedies available to it at law to enforce the Surety's liability under Paragraph 6, below.

5. If the Surety does not proceed as provided in Paragraph 4, above, then the Surety shall be deemed to be in default on this Performance Bond ten (10) calendar days after receipt of an additional written notice from City to the Surety demanding that the Surety perform its obligations under this Performance Bond. At all times the City shall be entitled to enforce any remedy available to the City at law or under the Design Build Contract including, without limitation, and by way of example only, rights to perform work, protect work, mitigate damages, or coordinate work with other consultants or contractors at Surety's sole expense.

6. The Surety's monetary obligation under this Performance Bond is limited by the amount of this Performance Bond. Subject to these limits, the Surety's obligations under this Bond are commensurate with the obligations of the Seller under the Design Build Contract. The Surety's obligations shall include, but are not limited to:

6.1 The responsibilities of the Seller under the Design Build Contract for completion of the Design Build Contract and correction of defective work;

6.2 The responsibilities of the Seller under the Design Build Contract to pay liquidated damages, and damages for which no liquidated damages are specified in the Design Build Contract, including but not limited to, all valid and proper back charges, offsets, payments, indemnities, defense costs or other damages; and

6.3 Additional legal, design professional and delay costs resulting from the Seller Default or resulting from the actions or failure to act of the Surety under Paragraph 4, above.

7. The Surety shall not be liable to the City or others for the obligations of the Contractor that are unrelated to the Design Build Contract, and the Balance of the Total Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Performance Bond to any person or entity other than the City or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, alteration or addition to the Design Build Contract or to related subcontracts, purchase orders and other obligations, including but not limited to changes of time. The Surety consents to all terms of the Design Build Contract, including provisions on changes to the Contract Documents. No extension of time, Change Order, alteration, Modification, deletion, or addition to the Contract Documents, or of the work required thereunder, shall release or exonerate Surety on this Performance Bond or in any way affect the obligations of Surety on this Performance Bond.

9. Any proceeding, legal or equitable, under this Performance Bond shall be instituted in any court of competent jurisdiction in Placer County, California within two (2) years after the Contractor Default or within two (2) years after the Contractor ceased working or within two (2) years after the Surety refuses or fails to perform its obligations under this Performance Bond, whichever occurs first. If the provisions of this Paragraph 9 are void or prohibited by law, the minimum period of limitation available to sureties as a defense in Placer County shall be applicable.

10. Notice to the Surety, the City or the Principal shall be mailed or delivered to the address shown on the signature page.

11. Any provision in this Performance Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Performance Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1 Balance of the Total Contract Price: The total amount payable by the City to the Contractor pursuant to the terms of the Design Build Contract after all proper adjustments have been made under the Design Build Contract, including, for example, deductions for progress payments made, deductions for liquidated damages owed, and increases/decreases for approved modifications to the Design Build Contract.

12.2 Design Build Contract: The documents between the City and the Principal identified as the Contract Documents in that certain first above-mentioned Design Build Construction Agreement, including all changes, Addenda and modifications thereto.

12.3 Contractor Default: Material failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Design Build Contract.

12.4 City Default: Material failure of the City, which has neither been remedied nor waived, to pay the Contractor progress payments due under the Design Build Contract or to perform other material terms of the Design Build Contract, provided such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Design Build Contract.

IN WITNESS WHEREOF, the undersigned obligated parties have executed this instrument.

Principal: CB2 Builders, Inc.

Signature: Tony Campagna

Name & Title: Tony Campagna – President

Address: 18 Don Timoteo Ct., San Rafael, CA 94903

(Corp. Seal)

Surety: International Fidelity Insurance Company

Signature:

Name & Title: Betty L. Tolentino, Attorney-in-Fact

Address: 2999 Oak Road, Walnut Creek, CA 94597

(Corp. Seal)

Attorney in Fact: Betty L. Tolentino

Surety shall submit the following documents along with this Performance Bond:

1. Verification that Surety is admitted to transact surety business in the State of California; and

2. Copy of Surety's Certificate of Authority, issued by the Insurance Commissioner of the State of California, along with a statement that said Certificate has not been surrendered, revoked, cancelled, annulled or suspended.

Approved: _____, City Attorney

END OF DOCUMENT

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 San Francisco)

On MAY 1, 2020 before me, M. Moody, Notary Public
(insert name and title of the officer)

personally appeared Betty L. Tolentino,
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.

PC02 M. MOODY
COMM. #2225134
NOTARY PUBLIC-CALIFORNIA
SAN FRANCISCO COUNTY
My Comm. Expires Jan. 8, 2022 PC02

WITNESS my hand and official seal.

Signature _____ (Seal)

POWER OF ATTORNEY

Bond # 0751756

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

KEVIN RE, VIRGINIA L. BLACK, BRITTANY KAVAN, T. LE, GILLIAN BHASKARAN, SUSAN M. EXLINE, M. MOODY, JANET C. ROJO, K. ZEROUNIAN, SUSAN HECKER, BETTY L. TOLENTINO, MAUREEN O'CONNELL, BRIAN F. COOPER, ROBERT P. WRIXON, JULIA ORTEGA, R.A. BASS

San Francisco, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2018

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1984 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1984 ILLINOIS

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

SHIRELLE A. OUTLEY NOTARY PUBLIC NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, May 01, 2020

A00558

Irene Martins, Assistant Secretary

№ 6269

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE

SAN FRANCISCO

Certificate of Authority

THIS IS TO CERTIFY, *That, pursuant to the Insurance Code of the State of California,*

International Fidelity Insurance Company

of Newark, New Jersey *, organized under the laws of* New Jersey *, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:*

Surety

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the* 9th *day of* February, 1996, *I have hereunto set my hand and caused my official seal to be affixed this* 9th *day of* February, 1996.

Chuck Quackenbush
Insurance Commissioner

By Victoria S. Sidbury
Deputy

NOTICE: Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

92 93441

FORM CIS-3

CALIFORNIA DEPARTMENT OF INSURANCE

Company Profile
- Company Search
- Company Search Results
- Company Information
- Old Company Names
- Agent for Service
- Reference Information
- NAIC Group List
- Lines of Business
- Workers' Compensation Complaint and Request for Action/Appeals Contact Information

Financial Statements PDF's
- Annual Statements
- Quarterly Statements

Company Complaint
- Company Performance & Comparison Data
- Company Enforcement Action
- Composite Complaints Studies

Additional Info
- Find A Company Representative In Your Area
- View Financial Disclaimer

COMPANY PROFILE

Company Information

INTERNATIONAL FIDELITY INSURANCE COMPANY

ONE NEWARK CENTER 20TH FL
NEWARK, NJ 07102-5207

Old Company Names **Effective Date**

Agent For Service

DOROTHY O'CONNOR-MANSON
2999 OAK ROAD
SUITE 820
WALNUT CREEK CA 94597

Reference Information

NAIC #:	11592
California Company ID #:	4341-4
Date Authorized in California:	02/09/1996
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW JERSEY

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NAIC Group List

NAIC Group #: 0225 IAT Reins Co Grp

Lines Of Business

The company is authorized to transact business within these lines of insurance.
For an explanation of any of these terms, please refer to the glossary.

SURETY

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© 2008 California Department of Insurance

May 1, 2020

City of Roseville
311 Vernon St.
Roseville, CA 95678

RE: Bond No. 0751756
City of Roseville
Design Build Construction Agreement for Electric Dispatch Center Renovation

To Whom It May Concern,

The Certificate of Authority for International Fidelity Insurance Company has not been surrendered, revoked, cancelled, annulled or suspended. The certificate of authority for International Fidelity Insurance Company is active and current with the State of California. Certificate Number 6269.

If you have any questions, please call.

Yours truly,

International Fidelity Insurance Company

Betty L. Tolentino, Attorney-in-Fact

:blt

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 San Francisco)

On May 1, 2020 before me, M. Moody, Notary Public
(insert name and title of the officer)

personally appeared Betty L. Tolentino,
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 _____ (Seal)

PC02 M. MOODY COMM. #2225134 NOTARY PUBLIC-CALIFORNIA SAN FRANCISCO COUNTY My Comm. Expires Jan. 8, 2022 PC02

POWER OF ATTORNEY

Bond # 0751756

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

KEVIN RE, VIRGINIA L. BLACK, BRITTANY KAVAN, T. LE, GILLIAN BHASKARAN, SUSAN M. EXLINE, M. MOODY, JANET C. ROJO, K. ZEROUNIAN, SUSAN HECKER, BETTY L. TOLENTINO, MAUREEN O'CONNELL, BRIAN F. COOPER, ROBERT P. WRIXON, JULIA ORTEGA, R.A. BASS

San Francisco, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2018

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1984 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1984 ILLINOIS

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2018 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

SHIRELLE A. OUTLEY NOTARY PUBLIC NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, May 01, 2020

A00558

Irene Martins, Assistant Secretary

Bond No. 0751756

Premium $ included in charge for performance bond

LABOR AND MATERIAL BOND

This Labor and Material Bond ("Labor and Material Bond") dated May 1, 20 20, is in the penal sum of One Million Two Hundred Seventy Four Thousand Six Hundred Ten and 16/100ths Dollars ($ 1,274,610.16**********), which is an amount not less than one hundred percent (100%) of the Total Contract Price, and is entered into by and between the undersigned CB2 Builders, Inc. ("Principal" or "Contractor") and the undersigned International Fidelity Insurance Company ("Surety") to ensure the Principal's payment of claimants pursuant to the Design Build Construction Agreement for the Electric Dispatch Center Renovation project ("Design Build Contract"). This Labor and Material Bond consists of this page and the following Labor and Material Bond Terms and Conditions, Paragraphs 1 through 15. Any singular reference to the Principal, the Surety, the City of Roseville, California ("City") or other party shall be considered plural where applicable.

BOND TERMS AND CONDITIONS

1. The Principal and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the City and to Claimants, to pay for labor, materials, Equipment furnished and Services provided in the performance of the Design Build Contract, which is incorporated herein by reference.

2. With respect to the City, this obligation shall become null and void if and when the Principal:

   2.1 Promptly and fully makes payment, directly or indirectly, for all sums due Claimants, and

   2.2 Fully defends, indemnifies and holds harmless the City from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Design Build Contact, provided the City has promptly notified the Principal and the Surety (at the address described in Paragraph 10 below) of any claims, demands, liens or suits and has tendered defense of such claims, demands, liens or suits to the Principal and the Surety, and provided there is no City Default.

   Otherwise, this Labor and Material Bond shall be, and remain, in full force and effect.

3. With respect to Claimants, this obligation shall become null and void if and when the Principal promptly and fully makes payment, directly or indirectly through its Subcontractors, for all sums due Claimants; otherwise, this Labor and Material Bond shall be, and remain, in full force and effect.

4. The Surety shall have no obligation to Claimants under this Labor and Material Bond until:

   4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the City, stating that a claim is being made under this Labor and Material Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

4.2.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the City, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

4.2.2 Have either received a rejection in whole or in part from the Contractor, or have not received within thirty (30) days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

4.3.3 Not having been paid within the above thirty (30) days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the City, stating that a claim is being made under this Labor and Material Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Paragraph 4 above is given by the City to the Contractor or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the City, within forty-five (45) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Labor and Material Bond, and the amount of this Labor and Material Bond shall be credited for any payments made in good faith by the Surety under this Labor and Material Bond.

8. Amounts due the Contractor under the Design Build Contract shall be applied to satisfy claims, if any, under this Labor and Material Bond.

9. The Surety shall not be liable to the City, Claimants or others for obligations of the Contractor that are unrelated to the Design Build Contract. The City shall not be liable for payment of any costs, expenses, or attorney's fees of any Claimant under this Labor and Material Bond, and shall have no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Labor and Material Bond.

10. The Surety hereby waives notice of any change, alteration or addition to the Design Build Contract or to related subcontracts, purchase orders and other obligations, including but not limited to changes of time. The Surety consents to all terms of the Design Build Contract, including provisions on changes to the Contract Documents. No extension of time, Change Order, alteration, modification, deletion, or addition to the Contract Documents, or of the work required thereunder,

shall release or exonerate Surety on this Labor and Material Bond or in any way affect the obligations of Surety on this Labor and Material Bond.

11. Any proceeding, legal or equitable, under this Labor and Material Bond shall be instituted in any court of competent jurisdiction in Placer County, California within one (1) year from the date on which (i) the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.3.3, or (ii) the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Design Build Contract, whichever of (i) or (ii) first occurs. If the provisions of this Paragraph 11 are void or prohibited by law, the minimum period of limitation available to sureties as a defense in Placer County shall be applicable.

12. Notice to the Surety, the City or the Principal shall be mailed or delivered to the address shown on the signature page below. Actual receipt of notice by the Surety, the City or the Principal, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page below.

13. Any provision in this Labor and Material Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.
The intent is that this Labor and Material Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Labor and Material Bond, the Principal shall promptly furnish a copy of this Labor and Material Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1 CLAIMANT: An individual or entity having a direct contract with the Contractor or with a subcontractor (of any tier) of the Contractor to furnish labor, materials or equipment for use in the performance of the Design Build Contract. The intent of this Labor and Material Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Design Build Contract, architectural and engineering services used or reasonably required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien or stop payment notice might be asserted.

15.2 DESIGN BUILD CONTRACT: The documents between the City and the Contractor identified as the Contract Documents in that certain first above-mentioned Design Build Contract, including all changes, Addenda and modifications thereto.

15.3 CITY DEFAULT: Material failure of the City, which has neither been remedied nor waived, to pay the Contractor as required by the Design Build Contract, provided such failure is the cause of the failure of Principal to pay the Claimants and is sufficient to justify Contractor termination of the Design Build Contract.

IN WITNESS WHEREOF, the undersigned obligated parties have executed this security instrument.

Principal: CB2 Builders, Inc.

Signature: Tony Campagna

Name & Title: Tony Campagna - President

Address: 16 Don Timoteo Ct., San Rafael, CA. 94903

(Corp. Seal)

Surety: International Fidelity Insurance Company

Signature:

Name & Title: Betty L. Tolentino, Attorney-in-Fact

Address: 2999 Oak Road, Walnut Creek, CA 94597

(Corp. Seal)

Attorney in Fact: Betty L. Tolentino

Surety shall submit the following documents along with this Labor and Material Bond:

1. Verification that Surety is admitted to transact surety business in the State of California; and

2. Copy of Surety's Certificate of Authority, issued by the Insurance Commissioner of the State of California, along with a statement that said Certificate has not been surrendered, revoked, cancelled, annulled or suspended.

Approved: Robert R Schmidt, City Attorney

END OF DOCUMENT

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 San Francisco)

On May 1, 2020 before me, M. Moody, Notary Public
(insert name and title of the officer)

personally appeared Betty L. Tolentino,
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 _____ (Seal)

PC02 M. MOODY COMM. #2225134 NOTARY PUBLIC-CALIFORNIA SAN FRANCISCO COUNTY My Comm. Expires Jan. 8, 2022 PC02

POWER OF ATTORNEY

Bond # 0751756

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

KEVIN RE, VIRGINIA L. BLACK, BRITTANY KAVAN, T. LE, GILLIAN BHASKARAN, SUSAN M. EXLINE, M. MOODY, JANET C. ROJO, K. ZEROUNIAN, SUSAN HECKER, BETTY L. TOLENTINO, MAUREEN O'CONNELL, BRIAN F. COOPER, ROBERT P. WRIXON, JULIA ORTEGA, R.A. BASS

San Francisco, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2018

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1984 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1984 ILLINOIS

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

SHIRELLE A. OUTLEY NOTARY PUBLIC No. 50079910 NEW JERSEY My Comm. Exp. 04/04/2023

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, May 01, 2020

A00558

Irene Martins, Assistant Secretary

№ 6269

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE

SAN FRANCISCO

Certificate of Authority

THIS IS TO CERTIFY, *That, pursuant to the Insurance Code of the State of California,*

International Fidelity Insurance Company

of Newark, New Jersey *, organized under the laws of* New Jersey *, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:*

Surety

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the* 9th *day of* February, 1996, *I have hereunto set my hand and caused my official seal to be affixed this* 9th *day of* February, 1996.

Chuck Quackenbush
Insurance Commissioner

By Victoria S. Sidbury
Deputy

NOTICE: Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

92 93441

FORM CB-3

CALIFORNIA DEPARTMENT OF INSURANCE

Company Profile
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- Agent for Service
- Reference Information
- NAIC Group List
- Lines of Business
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Financial Statements PDF's
- Annual Statements
- Quarterly Statements

Company Complaint
- Company Performance & Comparison Data
- Company Enforcement Action
- Composite Complaints Studies

Additional Info
- Find A Company Representative In Your Area
- View Financial Disclaimer

COMPANY PROFILE

Company Information

INTERNATIONAL FIDELITY INSURANCE COMPANY

ONE NEWARK CENTER 20TH FL
NEWARK, NJ 07102-5207

Old Company Names **Effective Date**

Agent For Service

DOROTHY O'CONNOR-MANSON
2999 OAK ROAD
SUITE 820
WALNUT CREEK CA 94597

Reference Information

NAIC #:	11592
California Company ID #:	4341-4
Date Authorized in California:	02/09/1996
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW JERSEY

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NAIC Group List

NAIC Group #: 0225 IAT Reins Co Grp

Lines Of Business

The company is authorized to transact business within these lines of insurance.
For an explanation of any of these terms, please refer to the glossary.

SURETY

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© 2008 California Department of Insurance

May 1, 2020

City of Roseville
311 Vernon St.
Roseville, CA 95678

RE: Bond No. 0751756
City of Roseville
Design Build Construction Agreement for Electric Dispatch Center Renovation

To Whom It May Concern,

The Certificate of Authority for International Fidelity Insurance Company has not been surrendered, revoked, cancelled, annulled or suspended. The certificate of authority for International Fidelity Insurance Company is active and current with the State of California. Certificate Number 6269.

If you have any questions, please call.

Yours truly,

International Fidelity Insurance Company

Betty L. Tolentino, Attorney-in-Fact

:blt

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 San Francisco)

On MAY 1, 2020 before me, M. Moody, Notary Public
(insert name and title of the officer)

personally appeared Betty L. Tolentino,
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.

PC02 M. MOODY
COMM. #2225134
NOTARY PUBLIC-CALIFORNIA
SAN FRANCISCO COUNTY
My Comm. Expires Jan. 8, 2022 PC02

WITNESS my hand and official seal.

Signature _____ **(Seal)**

A00558

Irene Martins, Assistant Secretary

Bond No. 0751756
Premium $ included in charge for performance bond

WARRANTY BOND

This Warranty Bond ("Warranty Bond"), dated May 1, 2020, is in the penal sum of One Hundred Twenty Seven Thousand Four Hundred Sixty One and * for under the Design-Build Construction Agreement for the Electric Dispatch Center Renovation project, and is entered into by and between the undersigned CB2 Builders, Inc. ("Principal" or "Contractor") and the undersigned International Fidelity Insurance Company ("Surety") to guaranty that all Equipment and Services provided by Seller under the above-mentioned Design Build Contract will fulfill the requirements of Principal's warranties and guarantees included in the Contract Documents. This Warranty Bond consists of this page and the following Warranty Bond Terms and Conditions, Paragraphs 1 through 7. Any singular reference to the Principal, the Surety, the City of Roseville, California ("City") or other party shall be considered plural where applicable.

*02/100ths Dollars ($127,461.02)

BOND TERMS AND CONDITIONS

1. The Principal and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the City for a period of one (1) year following the date of Final Acceptance, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the work including, without limitation, all equipment and work provided by Contractor and its subcontractors and subvendors of all tiers in connection with the Design Build Contract.

2. Neither final payment nor use or occupancy of the Equipment or Services performed by the Contractor shall constitute an acceptance of such Equipment or Services not done in accordance with this Warranty Bond or relieve Contractor of liability in respect to any express guarantees, warranties or responsibilities for faulty materials or workmanship, ordinary wear and tear excepted. If within one (1) year after the date of Final Acceptance, or such longer period of time as may be prescribed the terms of the Contract Documents, any Equipment or Services is found to be defective, Contractor and Surety shall promptly, without cost to City and in accordance with City's written instructions, correct such defective Equipment or Services. Contractor and Surety shall remove any defective Equipment rejected by City and replace it with Equipment that is not defective. If Contractor or Surety fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the defective Equipment or Services corrected or removed and replaced. Contractor and Surety shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor and Surety fail to correct defective Equipment or Services, or defects are discovered outside the correction period, City shall have all rights and remedies granted by law.

3. As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City.

4. The Surety hereby waives notice of any change, alteration or addition to the Design Build Contract or to related subcontracts, purchase orders and other obligations, including but not limited to changes of time. The Surety consents to all terms of the Design Build Contract, including provisions on changes to the Contract Documents. No extension of time, Change Order, alteration, Modification, deletion, or addition to the Contract Documents, or of the work required thereunder, shall release or exonerate Surety on this Warranty Bond or in any way affect the obligations of Surety on this Warranty Bond.

5. If the Surety does not proceed as provided in Paragraph 2 above, then the Surety shall be deemed to be in default on this Warranty Bond ten (10) calendar days after receipt of an additional written notice from City to the Surety demanding that the Surety perform its obligations under this Warranty Bond. At all times the City shall be entitled to enforce any remedy available to the City at law or under the Design Build Contract including, without limitation, and by way of example only, rights to perform work as Surety's expense, protect work, mitigate damages, or coordinate work with other consultants or contractors.

6. All abbreviations and definitions of terms used in this Warranty Bond shall have the meanings set forth in the Contract Documents, including, without means of limitation, the Design Build Contract.

7. The foregoing Warranty Bond is in addition to any other guarantees and warranties of Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and at law with respect to Contractor's duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Warranty Bond and any guaranty, warranty or obligation of the Seller under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor and Surety.

IN WITNESS WHEREOF, the undersigned obligated parties have executed this instrument.

Principal: CB2 Builders, Inc.

Signature: Tony Campagna

Name & Title: Tony Campagna - President

Address: 18 San Timoteo Ct., San Rafael, CA. 94903

(Corp. Seal)

Surety: International Fidelity Insurance Company

Signature:

Name & Title: Betty L. Tolentino
Attorney-in-Fact

Address: 2999 Oak Road, Walnut Creek, CA 94597

(Corp. Seal)

Attorney in Fact: Betty L. Tolentino

Surety shall submit the following documents along with this Warranty Bond:

1. Verification that Surety is admitted to transact surety business in the State of California; and
2. Copy of Surety's Certificate of Authority, issued by the Insurance Commissioner of the State of California, along with a statement that said Certificate has not been surrendered, revoked, cancelled, annulled or suspended.

Approved: _____, City Attorney

END OF DOCUMENT

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 San Francisco)

On May 1, 2020 before me, M. Moody, Notary Public
(insert name and title of the officer)

personally appeared Betty L. Tolentino,
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.

PC02 M. MOODY COMM. #2225134 NOTARY PUBLIC-CALIFORNIA SAN FRANCISCO COUNTY My Comm. Expires Jan. 8, 2022 PC02

WITNESS my hand and official seal.

Signature _____ **(Seal)**

POWER OF ATTORNEY

Bond # 0751756

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

KEVIN RE, VIRGINIA L. BLACK, BRITTANY KAVAN, T. LE, GILLIAN BHASKARAN, SUSAN M. EXLINE, M. MOODY, JANET C. ROJO, K. ZEROUNIAN, SUSAN HECKER, BETTY L. TOLENTINO, MAUREEN O'CONNELL, BRIAN F. COOPER, ROBERT P. WRIXON, JULIA ORTEGA, R.A. BASS

San Francisco, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2018

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1984 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1984 ILLINOIS

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2018 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

SHIRELLE A. OUTLEY NOTARY PUBLIC NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, May 01, 2020

A00558

Irene Martins, Assistant Secretary

№ 6269

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE

SAN FRANCISCO

Certificate of Authority

THIS IS TO CERTIFY, *That, pursuant to the Insurance Code of the State of California,*

International Fidelity Insurance Company

of Newark, New Jersey *, organized under the laws of* New Jersey *, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:*

Surety

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the* 9th *day of* February, 1996, *I have hereunto set my hand and caused my official seal to be affixed this* 9th *day of* February, 1996.

Chuck Quackenbush
Insurance Commissioner

By Victoria S. Sidbury
Deputy

NOTICE: Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

92 93441

FORM CB-3

CALIFORNIA
DEPARTMENT OF INSURANCE

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NAIC Group List
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Quarterly Statements
Company Complaint
Company Performance & Comparison Data
Company Enforcement Action
Composite Complaints Studies
Additional Info
Find A Company Representative In Your Area
View Financial Disclaimer

COMPANY PROFILE

Company Information

INTERNATIONAL FIDELITY INSURANCE COMPANY

ONE NEWARK CENTER 20TH FL
NEWARK, NJ 07102-5207

Old Company Names **Effective Date**

Agent For Service

DOROTHY O'CONNOR-MANSON
2999 OAK ROAD
SUITE 820
WALNUT CREEK CA 94597

Reference Information

NAIC #:	11592
California Company ID #:	4341-4
Date Authorized in California:	02/09/1996
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW JERSEY

back to top

NAIC Group List

NAIC Group #: 0225 IAT Reins Co Grp

Lines Of Business

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

SURETY

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© 2008 California Department of Insurance

May 1, 2020

City of Roseville
311 Vernon St.
Roseville, CA 95678

RE: Bond No. 0751756
City of Roseville
Design Build Construction Agreement for Electric Dispatch Center Renovation

To Whom It May Concern,

The Certificate of Authority for International Fidelity Insurance Company has not been surrendered, revoked, cancelled, annulled or suspended. The certificate of authority for International Fidelity Insurance Company is active and current with the State of California. Certificate Number 6269.

If you have any questions, please call.

Yours truly,

International Fidelity Insurance Company

Betty L. Tolentino, Attorney-in-Fact

:blt

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 San Francisco)

On MAY 1, 2020 before me, M. Moody, Notary Public
(insert name and title of the officer)

personally appeared Betty L. Tolentino,
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.

PC02 M. MOODY COMM. #2225134 NOTARY PUBLIC-CALIFORNIA SAN FRANCISCO COUNTY My Comm. Expires Jan. 8, 2022 PC02

WITNESS my hand and official seal.

Signature _____ (Seal)

POWER OF ATTORNEY

Bond # 0751756

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

KEVIN RE, VIRGINIA L. BLACK, BRITTANY KAVAN, T. LE, GILLIAN BHASKARAN, SUSAN M. EXLINE, M. MOODY, JANET C. ROJO, K. ZEROUNIAN, SUSAN HECKER, BETTY L. TOLENTINO, MAUREEN O'CONNELL, BRIAN F. COOPER, ROBERT P. WRIXON, JULIA ORTEGA, R.A. BASS

San Francisco, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2018

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1984 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1984 ILLINOIS

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2018 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

SHIRELLE A. OUTLEY NOTARY PUBLIC NO. 50078916 NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, May 01, 2020

A00558

Irene Martins, Assistant Secretary

Bond No. 0751756
Premium $ included in charge for performance bond

LABOR AND MATERIAL BOND

This Labor and Material Bond ("Labor and Material Bond") dated May 1, 20 20, is in the penal sum of One Million Two Hundred Seventy Four Thousand Six Hundred Ten and 16/100ths Dollars ($ 1,274,610.16**********), which is an amount not less than one hundred percent (100%) of the Total Contract Price, and is entered into by and between the undersigned CB2 Builders, Inc. ("Principal" or "Contractor") and the undersigned International Fidelity Insurance Company ("Surety") to ensure the Principal's payment of claimants pursuant to the Design Build Construction Agreement for the Electric Dispatch Center Renovation project ("Design Build Contract"). This Labor and Material Bond consists of this page and the following Labor and Material Bond Terms and Conditions, Paragraphs 1 through 15. Any singular reference to the Principal, the Surety, the City of Roseville, California ("City") or other party shall be considered plural where applicable.

BOND TERMS AND CONDITIONS

1. The Principal and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the City and to Claimants, to pay for labor, materials, Equipment furnished and Services provided in the performance of the Design Build Contract, which is incorporated herein by reference.

2. With respect to the City, this obligation shall become null and void if and when the Principal:

   2.1 Promptly and fully makes payment, directly or indirectly, for all sums due Claimants, and

   2.2 Fully defends, indemnifies and holds harmless the City from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Design Build Contact, provided the City has promptly notified the Principal and the Surety (at the address described in Paragraph 10 below) of any claims, demands, liens or suits and has tendered defense of such claims, demands, liens or suits to the Principal and the Surety, and provided there is no City Default.

   Otherwise, this Labor and Material Bond shall be, and remain, in full force and effect.

3. With respect to Claimants, this obligation shall become null and void if and when the Principal promptly and fully makes payment, directly or indirectly through its Subcontractors, for all sums due Claimants; otherwise, this Labor and Material Bond shall be, and remain, in full force and effect.

4. The Surety shall have no obligation to Claimants under this Labor and Material Bond until:

   4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the City, stating that a claim is being made under this Labor and Material Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

4.2.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the City, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

4.2.2 Have either received a rejection in whole or in part from the Contractor, or have not received within thirty (30) days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

4.3.3 Not having been paid within the above thirty (30) days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the City, stating that a claim is being made under this Labor and Material Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Paragraph 4 above is given by the City to the Contractor or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the City, within forty-five (45) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Labor and Material Bond, and the amount of this Labor and Material Bond shall be credited for any payments made in good faith by the Surety under this Labor and Material Bond.

8. Amounts due the Contractor under the Design Build Contract shall be applied to satisfy claims, if any, under this Labor and Material Bond.

9. The Surety shall not be liable to the City, Claimants or others for obligations of the Contractor that are unrelated to the Design Build Contract. The City shall not be liable for payment of any costs, expenses, or attorney's fees of any Claimant under this Labor and Material Bond, and shall have no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Labor and Material Bond.

10. The Surety hereby waives notice of any change, alteration or addition to the Design Build Contract or to related subcontracts, purchase orders and other obligations, including but not limited to changes of time. The Surety consents to all terms of the Design Build Contract, including provisions on changes to the Contract Documents. No extension of time, Change Order, alteration, modification, deletion, or addition to the Contract Documents, or of the work required thereunder,

shall release or exonerate Surety on this Labor and Material Bond or in any way affect the obligations of Surety on this Labor and Material Bond.

11. Any proceeding, legal or equitable, under this Labor and Material Bond shall be instituted in any court of competent jurisdiction in Placer County, California within one (1) year from the date on which (i) the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.3.3, or (ii) the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Design Build Contract, whichever of (i) or (ii) first occurs. If the provisions of this Paragraph 11 are void or prohibited by law, the minimum period of limitation available to sureties as a defense in Placer County shall be applicable.

12. Notice to the Surety, the City or the Principal shall be mailed or delivered to the address shown on the signature page below. Actual receipt of notice by the Surety, the City or the Principal, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page below.

13. Any provision in this Labor and Material Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.
The intent is that this Labor and Material Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Labor and Material Bond, the Principal shall promptly furnish a copy of this Labor and Material Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1 CLAIMANT: An individual or entity having a direct contract with the Contractor or with a subcontractor (of any tier) of the Contractor to furnish labor, materials or equipment for use in the performance of the Design Build Contract. The intent of this Labor and Material Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Design Build Contract, architectural and engineering services used or reasonably required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien or stop payment notice might be asserted.

15.2 DESIGN BUILD CONTRACT: The documents between the City and the Contractor identified as the Contract Documents in that certain first above-mentioned Design Build Contract, including all changes, Addenda and modifications thereto.

15.3 CITY DEFAULT: Material failure of the City, which has neither been remedied nor waived, to pay the Contractor as required by the Design Build Contract, provided such failure is the cause of the failure of Principal to pay the Claimants and is sufficient to justify Contractor termination of the Design Build Contract.

IN WITNESS WHEREOF, the undersigned obligated parties have executed this security instrument.

Principal: CB2 Builders, Inc.

Signature: Tony Campagna

Name & Title: Tony Campagna - President

Address: 18 Don Timoteo Ct., San Rafael, CA. 94903

(Corp. Seal)

Surety: International Fidelity Insurance Company

Signature:

Name & Title: Betty L. Tolentino, Attorney-in-Fact

Address: 2999 Oak Road, Walnut Creek, CA 94597

(Corp. Seal)

Attorney in Fact: Betty L. Tolentino

Surety shall submit the following documents along with this Labor and Material Bond:

1. Verification that Surety is admitted to transact surety business in the State of California; and

2. Copy of Surety's Certificate of Authority, issued by the Insurance Commissioner of the State of California, along with a statement that said Certificate has not been surrendered, revoked, cancelled, annulled or suspended.

Approved: Robert B Schwartz, City Attorney

END OF DOCUMENT

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 San Francisco)

On May 1, 2020 before me, M. Moody, Notary Public
(insert name and title of the officer)

personally appeared Betty L. Tolentino,
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 _____ (Seal)

PC02 M. MOODY COMM. #2225134 NOTARY PUBLIC-CALIFORNIA SAN FRANCISCO COUNTY My Comm. Expires Jan. 8, 2022 PC02

POWER OF ATTORNEY

Bond # 0751756

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

KEVIN RE, VIRGINIA L. BLACK, BRITTANY KAVAN, T. LE, GILLIAN BHASKARAN, SUSAN M. EXLINE, M. MOODY, JANET C. ROJO, K. ZEROUNIAN, SUSAN HECKER, BETTY L. TOLENTINO, MAUREEN O'CONNELL, BRIAN F. COOPER, ROBERT P. WRIXON, JULIA ORTEGA, R.A. BASS

San Francisco, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2018

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1984 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1984 ILLINOIS

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2018 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

SHIRELLE A. OUTLEY NOTARY PUBLIC NEW JERSEY My Comm. Exp. April 4, 2023 No. 50079916

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, May 01, 2020

A00558

Irene Martins, Assistant Secretary

№ 6269

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE

SAN FRANCISCO

Certificate of Authority

THIS IS TO CERTIFY, *That, pursuant to the Insurance Code of the State of California,*

International Fidelity Insurance Company

of Newark, New Jersey *, organized under the laws of* New Jersey *, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:*

Surety

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the* 9th *day of* February, 19 96, *I have hereunto set my hand and caused my official seal to be affixed this* 9th *day of* February, 19 96.

Chuck Quackenbush
Insurance Commissioner

By Victoria S. Sidbury
Deputy

NOTICE: Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

FORM CB-3

92 93441

CALIFORNIA
DEPARTMENT OF INSURANCE

Company Profile
- Company Search
- Company Search Results
- Company Information
- Old Company Names
- Agent for Service
- Reference Information
- NAIC Group List
- Lines of Business
- Workers' Compensation Complaint and Request for Action/Appeals Contact Information

Financial Statements PDF's
- Annual Statements
- Quarterly Statements

Company Complaint
- Company Performance & Comparison Data
- Company Enforcement Action
- Composite Complaints Studies

Additional Info
- Find A Company Representative In Your Area
- View Financial Disclaimer

COMPANY PROFILE

Company Information

INTERNATIONAL FIDELITY INSURANCE COMPANY

ONE NEWARK CENTER 20TH FL
NEWARK, NJ 07102-5207

Old Company Names **Effective Date**

Agent For Service

DOROTHY O'CONNOR-MANSON
2999 OAK ROAD
SUITE 820
WALNUT CREEK CA 94597

Reference Information

NAIC #:	11592
California Company ID #:	4341-4
Date Authorized in California:	02/09/1996
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW JERSEY

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NAIC Group List

NAIC Group #: 0225 IAT Reins Co Grp

Lines Of Business

The company is authorized to transact business within these lines of insurance.
For an explanation of any of these terms, please refer to the glossary.

SURETY

back to top

© 2008 California Department of Insurance

May 1, 2020

City of Roseville
311 Vernon St.
Roseville, CA 95678

RE: Bond No. 0751756
City of Roseville
Design Build Construction Agreement for Electric Dispatch Center Renovation

To Whom It May Concern,

The Certificate of Authority for International Fidelity Insurance Company has not been surrendered, revoked, cancelled, annulled or suspended. The certificate of authority for International Fidelity Insurance Company is active and current with the State of California. Certificate Number 6269.

If you have any questions, please call.

Yours truly,

International Fidelity Insurance Company

Betty L. Tolentino, Attorney-in-Fact

:blt

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 San Francisco)

On May 1, 2020 before me, M. Moody, Notary Public
(insert name and title of the officer)

personally appeared Betty L. Tolentino,
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 _____ (Seal)

PC02 M. MOODY PC02
COMM. #2225134
NOTARY PUBLIC-CALIFORNIA
SAN FRANCISCO COUNTY
My Comm. Expires Jan. 8, 2022

POWER OF ATTORNEY

Bond # 0751756

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

KEVIN RE, VIRGINIA L. BLACK, BRITTANY KAVAN, T. LE, GILLIAN BHASKARAN, SUSAN M. EXLINE, M. MOODY, JANET C. ROJO, K. ZEROUNIAN, SUSAN HECKER, BETTY L. TOLENTINO, MAUREEN O'CONNELL, BRIAN F. COOPER, ROBERT P. WRIXON, JULIA ORTEGA, R.A. BASS

San Francisco, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2018

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1984 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1984 ILLINOIS

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2018 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

SHIRELLE A. OUTLEY NOTARY PUBLIC NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, May 01, 2020

A00558

Irene Martins, Assistant Secretary

Bond No. 0751756

Premium $ included in charge for performance bond

WARRANTY BOND

This Warranty Bond ("Warranty Bond"), dated May 1, 2020, is in the penal sum of One Hundred Twenty Seven Thousand Four Hundred Sixty One and * for under the Design-Build Construction Agreement for the Electric Dispatch Center Renovation project, and is entered into by and between the undersigned CB2 Builders, Inc. ("Principal" or "Contractor") and the undersigned International Fidelity Insurance Company ("Surety") to guaranty that all Equipment and Services provided by Seller under the above-mentioned Design Build Contract will fulfill the requirements of Principal's warranties and guarantees included in the Contract Documents. This Warranty Bond consists of this page and the following Warranty Bond Terms and Conditions, Paragraphs 1 through 7. Any singular reference to the Principal, the Surety, the City of Roseville, California ("City") or other party shall be considered plural where applicable.

*02/100ths Dollars ($127,461.02)

BOND TERMS AND CONDITIONS

1. The Principal and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the City for a period of one (1) year following the date of Final Acceptance, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the work including, without limitation, all equipment and work provided by Contractor and its subcontractors and subvendors of all tiers in connection with the Design Build Contract.

2. Neither final payment nor use or occupancy of the Equipment or Services performed by the Contractor shall constitute an acceptance of such Equipment or Services not done in accordance with this Warranty Bond or relieve Contractor of liability in respect to any express guarantees, warranties or responsibilities for faulty materials or workmanship, ordinary wear and tear excepted. If within one (1) year after the date of Final Acceptance, or such longer period of time as may be prescribed the terms of the Contract Documents, any Equipment or Services is found to be defective, Contractor and Surety shall promptly, without cost to City and in accordance with City's written instructions, correct such defective Equipment or Services. Contractor and Surety shall remove any defective Equipment rejected by City and replace it with Equipment that is not defective. If Contractor or Surety fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the defective Equipment or Services corrected or removed and replaced. Contractor and Surety shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor and Surety fail to correct defective Equipment or Services, or defects are discovered outside the correction period, City shall have all rights and remedies granted by law.

3. As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City.

4. The Surety hereby waives notice of any change, alteration or addition to the Design Build Contract or to related subcontracts, purchase orders and other obligations, including but not limited to changes of time. The Surety consents to all terms of the Design Build Contract, including provisions on changes to the Contract Documents. No extension of time, Change Order, alteration, Modification, deletion, or addition to the Contract Documents, or of the work required thereunder, shall release or exonerate Surety on this Warranty Bond or in any way affect the obligations of Surety on this Warranty Bond.

5. If the Surety does not proceed as provided in Paragraph 2 above, then the Surety shall be deemed to be in default on this Warranty Bond ten (10) calendar days after receipt of an additional written notice from City to the Surety demanding that the Surety perform its obligations under this Warranty Bond. At all times the City shall be entitled to enforce any remedy available to the City at law or under the Design Build Contract including, without limitation, and by way of example only, rights to perform work as Surety's expense, protect work, mitigate damages, or coordinate work with other consultants or contractors.

6. All abbreviations and definitions of terms used in this Warranty Bond shall have the meanings set forth in the Contract Documents, including, without means of limitation, the Design Build Contract.

7. The foregoing Warranty Bond is in addition to any other guarantees and warranties of Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and at law with respect to Contractor's duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Warranty Bond and any guaranty, warranty or obligation of the Seller under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor and Surety.

IN WITNESS WHEREOF, the undersigned obligated parties have executed this instrument.

Principal: CB2 Builders, Inc.

Signature: Tony Campagna

Name & Title: Tony Campagna - President

Address: 18 Dontimoteo Ct., San Rafael, CA. 94903

(Corp. Seal)

Surety: International Fidelity Insurance Company

Signature: Betty L. Tolentino

Name & Title: Betty L. Tolentino
Attorney-in-Fact

Address: 2999 Oak Road, Walnut Creek, CA 94597

(Corp. Seal)

Attorney in Fact: Betty L. Tolentino

Surety shall submit the following documents along with this Warranty Bond:

1. Verification that Surety is admitted to transact surety business in the State of California; and
2. Copy of Surety's Certificate of Authority, issued by the Insurance Commissioner of the State of California, along with a statement that said Certificate has not been surrendered, revoked, cancelled, annulled or suspended.

Approved: Robert R Schmidt, City Attorney

END OF DOCUMENT

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 San Francisco)

On May 1, 2020 before me, M. Moody, Notary Public
(insert name and title of the officer)

personally appeared Betty L. Tolentino,
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.

PC02 M. MOODY COMM. #2225134 NOTARY PUBLIC-CALIFORNIA SAN FRANCISCO COUNTY My Comm. Expires Jan. 8, 2022 PC02

WITNESS my hand and official seal.

Signature _____ **(Seal)**

POWER OF ATTORNEY

Bond # 0751756

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

KEVIN RE, VIRGINIA L. BLACK, BRITTANY KAVAN, T. LE, GILLIAN BHASKARAN, SUSAN M. EXLINE, M. MOODY, JANET C. ROJO, K. ZEROUNIAN, SUSAN HECKER, BETTY L. TOLENTINO, MAUREEN O'CONNELL, BRIAN F. COOPER, ROBERT P. WRIXON, JULIA ORTEGA, R.A. BASS

San Francisco, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2018

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1984 ILLINOIS

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2018 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

SHIRELLE A. OUTLEY NOTARY PUBLIC No. 50079910 NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, May 01, 2020

A00558

Irene Martins, Assistant Secretary

№ 6269

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE

SAN FRANCISCO

Certificate of Authority

THIS IS TO CERTIFY, *That, pursuant to the Insurance Code of the State of California,*

International Fidelity Insurance Company

of Newark, New Jersey *, organized under the laws of* New Jersey *, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:*

Surety

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the* 9th *day of* February, 19 96, *I have hereunto set my hand and caused my official seal to be affixed this* 9th *day of* February, 19 96.

Chuck Quackenbush
Insurance Commissioner

By Victoria S. Sidbury
Deputy

NOTICE: Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

92 03441

FORM CB-3

CALIFORNIA
DEPARTMENT OF INSURANCE

Company Profile
Company Search
Company Search Results
Company Information
Old Company Names
Agent for Service
Reference Information
NAIC Group List
Lines of Business
Workers' Compensation Complaint and Request for Action/Appeals Contact Information
Financial Statements PDF's
Annual Statements
Quarterly Statements
Company Complaint
Company Performance & Comparison Data
Company Enforcement Action
Composite Complaints Studies
Additional Info
Find A Company Representative In Your Area
View Financial Disclaimer

COMPANY PROFILE

Company Information

INTERNATIONAL FIDELITY INSURANCE COMPANY

ONE NEWARK CENTER 20TH FL
NEWARK, NJ 07102-5207

Old Company Names **Effective Date**

Agent For Service

DOROTHY O'CONNOR-MANSON
2999 OAK ROAD
SUITE 820
WALNUT CREEK CA 94597

Reference Information

NAIC #:	11592
California Company ID #:	4341-4
Date Authorized in California:	02/09/1996
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW JERSEY

back to top

NAIC Group List

NAIC Group #: 0225 IAT Reins Co Grp

Lines Of Business

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

SURETY

back to top

© 2008 California Department of Insurance

May 1, 2020

City of Roseville
311 Vernon St.
Roseville, CA 95678

RE: Bond No. 0751756
City of Roseville
Design Build Construction Agreement for Electric Dispatch Center Renovation

To Whom It May Concern,

The Certificate of Authority for International Fidelity Insurance Company has not been surrendered, revoked, cancelled, annulled or suspended. The certificate of authority for International Fidelity Insurance Company is active and current with the State of California. Certificate Number 6269.

If you have any questions, please call.

Yours truly,

International Fidelity Insurance Company

Betty L. Tolentino, Attorney-in-Fact

:blt

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 San Francisco)

On MAY 1, 2020 before me, M. Moody, Notary Public
(insert name and title of the officer)

personally appeared Betty L. Tolentino,
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.

PC02 M. MOODY COMM. #2225134 NOTARY PUBLIC-CALIFORNIA SAN FRANCISCO COUNTY My Comm. Expires Jan. 8, 2022 PC02

WITNESS my hand and official seal.

Signature _____ **(Seal)**

POWER OF ATTORNEY

Bond # 0751756

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

KEVIN RE, VIRGINIA L. BLACK, BRITTANY KAVAN, T. LE, GILLIAN BHASKARAN, SUSAN M. EXLINE, M. MOODY, JANET C. ROJO, K. ZEROUNIAN, SUSAN HECKER, BETTY L. TOLENTINO, MAUREEN O'CONNELL, BRIAN F. COOPER, ROBERT P. WRIXON, JULIA ORTEGA, R.A. BASS

San Francisco, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2018

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, May 01, 2020

A00558

Irene Martins, Assistant Secretary

INCREASE RIDER

To be attached to and form a part of the Warranty Bond
Bond Number 0751756
Issued by International Fidelity Insurance Company
on behalf of CB2 Builders, Inc. as Principal
in favor of City of Roseville
for Electric Dispatch Center Renovation Project – Design Build Contract

IT IS HEREBY UNDERSTOOD AND AGREED, That
The penal sum of this bond is increased

From One Hundred Twenty Seven Thousand Four Hundred Sixty One Dollars and 02/100ths ($127,461.02)

To One Hundred Ninety Nine Thousand One Hundred Fifteen Dollars and 87/100ths ($199,115.87)

Effective May 26, 2021

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

Signed, sealed and dated this 26th day of May , 2021.

CB2 Builders, Inc.

By _____

International Fidelity Insurance Company

By _____
Betty L. Tolentino, Attorney-in-Fact

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 San Francisco)

On MAY 26, 2021 before me, M. Moody, Notary Public
(insert name and title of the officer)

personally appeared Betty L. Tolentino,
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.

PC02 M. MOODY COMM. #2225134 NOTARY PUBLIC-CALIFORNIA SAN FRANCISCO COUNTY My Comm. Expires Jan. 8, 2022 PC02

WITNESS my hand and official seal.

Signature _____ (Seal)

POWER OF ATTORNEY

Bond # 0751756

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

KEVIN RE, VIRGINIA L. BLACK, BRITTANY KAVAN, THUYDUONG LE, GILLIAN BHASKARAN, SUSAN M. EXLINE, M. MOODY, JANET C. ROJO, K. ZEROUNIAN, SUSAN HECKER, BETTY L. TOLENTINO, MAUREEN O'CONNELL, BRIAN F. COOPER, ROBERT P. WRIXON, JULIA ORTEGA, R.A. BASS

San Francisco, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2019

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

Kenneth Chapman
Executive Vice President, Harco National Insurance Company and International Fidelity Insurance Company

On this 31st day of December, 2019 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, May 26, 2021

A00558

Irene Martins, Assistant Secretary

INCREASE RIDER

To be attached to and form a part of the Labor and Material Bond
Bond Number 0751756
Issued by International Fidelity Insurance Company
on behalf of CB2 Builders, Inc. as Principal
in favor of City of Roseville
for Electric Dispatch Center Renovation Project – Design Build Contract

IT IS HEREBY UNDERSTOOD AND AGREED, That
The penal sum of this bond is increased

From One Million Two Hundred Seventy Four Thousand Six Hundred Ten Dollars and 16/100ths ($1,274,610.16)

To One Million Nine Hundred Ninety One Thousand One Hundred Fifty Eight Dollars and 66/100ths ($1,991,158.66)

Effective May 26, 2021

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

Signed, sealed and dated this 26th day of May , 2021.

CB2 Builders, Inc.

By _____

International Fidelity Insurance Company

By _____

Betty L. Tolentino, Attorney-in-Fact

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 San Francisco)

On MAY 26, 2021 before me, M. Moody, Notary Public
(insert name and title of the officer)

personally appeared Betty L. Tolentino,
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 _____ (Seal)

PC02 M. MOODY COMM. #2225134 NOTARY PUBLIC-CALIFORNIA SAN FRANCISCO COUNTY My Comm. Expires Jan. 8, 2022 PC02

POWER OF ATTORNEY

Bond # 0751756

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

KEVIN RE, VIRGINIA L. BLACK, BRITTANY KAVAN, THUYDUONG LE, GILLIAN BHASKARAN, SUSAN M. EXLINE, M. MOODY, JANET C. ROJO, K. ZEROUNIAN, SUSAN HECKER, BETTY L. TOLENTINO, MAUREEN O'CONNELL, BRIAN F. COOPER, ROBERT P. WRIXON, JULIA ORTEGA, R.A. BASS

San Francisco, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2019

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2019 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, May 26, 2021

Irene Martins, Assistant Secretary

A00558

INCREASE RIDER

To be attached to and form a part of the Performance Bond

Bond Number 0751756

Issued by International Fidelity Insurance Company

on behalf of CB2 Builders, Inc. as Principal

in favor of City of Roseville

for Electric Dispatch Center Renovation Project – Design Build Contract

IT IS HEREBY UNDERSTOOD AND AGREED, That

The penal sum of this bond is increased

From One Million Two Hundred Seventy Four Thousand Six Hundred Ten Dollars and 16/100ths ($1,274,610.16)

To One Million Nine Hundred Ninety One Thousand One Hundred Fifty Eight Dollars and 66/100ths ($1,991,158.66)

Effective May 26, 2021

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

Signed, sealed and dated this 26th day of May , 2021.

CB2 Builders, Inc.

By _____

International Fidelity Insurance Company

By _____

Betty L. Tolentino, Attorney-in-Fact

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 San Francisco)

On MAY 26, 2021 before me, M. Moody, Notary Public
(insert name and title of the officer)

personally appeared Betty L. Tolentino,
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.

PC02 M. MOODY COMM. #2225134 NOTARY PUBLIC-CALIFORNIA SAN FRANCISCO COUNTY My Comm. Expires Jan. 8, 2022 PC02

Signature _____ (Seal)

POWER OF ATTORNEY

Bond # 0751756

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

KEVIN RE, VIRGINIA L. BLACK, BRITTANY KAVAN, THUYDUONG LE, GILLIAN BHASKARAN, SUSAN M. EXLINE, M. MOODY, JANET C. ROJO, K. ZEROUNIAN, SUSAN HECKER, BETTY L. TOLENTINO, MAUREEN O'CONNELL, BRIAN F. COOPER, ROBERT P. WRIXON, JULIA ORTEGA, R.A. BASS

San Francisco, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2019

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

Kenneth Chapman
Executive Vice President, Harco National Insurance Company and International Fidelity Insurance Company

On this 31st day of December, 2019, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, May 26, 2021

A00558

Irene Martins, Assistant Secretary

BOND RIDER

Bond Number **0751756**

To be attached to and form a part of Bond Number **0751756** dated the 1st day of May, 2020, issued by International Fidelity Insurance Company, as Surety (the "Surety"), on behalf of CB2 Builders, Inc., as Principal (the "Principal") in favor of City of Roseville (the "Obligee") (hereinafter the "Bond").

Whereas, upon the request of the Principal, the Bond is hereby amended to modify the penal sum as follows:

The Amount of the Bond has been changed from One Million Two Hundred Seventy-four Thousand Six Hundred Ten Dollars And Sixteen Cents US Dollars ($1,274,610.16) to One Million Nine Hundred Ninety-one Thousand One Hundred Fifty-eight Dollars And Sixty-six Cents US Dollars ($1,991,158.66).

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider is effective dated May 21, 2021.

CB2 Builders, Inc.
Principal

By _____

International Fidelity Insurance Company
Surety

By _____
Betty L. Tolentino, **Attorney-in-Fact**

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 San Francisco)

On MAY 21, 2021 before me, M. Moody, Notary Public
(insert name and title of the officer)

personally appeared Betty L. Tolentino,
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 _____ (Seal)

PC02 M. MOODY COMM. #2225134 NOTARY PUBLIC-CALIFORNIA SAN FRANCISCO COUNTY My Comm. Expires Jan. 8, 2022 PC02

POWER OF ATTORNEY

Bond # 0751756

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

KEVIN RE, VIRGINIA L. BLACK, BRITTANY KAVAN, THUYDUONG LE, GILLIAN BHASKARAN, SUSAN M. EXLINE, M. MOODY, JANET C. ROJO, K. ZEROUNIAN, SUSAN HECKER, BETTY L. TOLENTINO, MAUREEN O'CONNELL, BRIAN F. COOPER, ROBERT P. WRIXON, JULIA ORTEGA, R.A. BASS

San Francisco, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2019

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

Kenneth Chapman
Executive Vice President, Harco National Insurance Company and International Fidelity Insurance Company

On this 31st day of December, 2019, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, May 21, 2021

A00558

Irene Martins, Assistant Secretary

COUNCIL COMMUNICATION

CC #: 1924
File #: 0400-04-09-1 & 0400-07

Title:	West Roseville Specific Plan - Parcel F-55 - Final Map and Subdivision Agreement
Contact:	Robert Medina 916-774-5517 rmedina@roseville.ca.us

Meeting Date: 2/16/2022
Item #: 6.7.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council take the following actions:

1. Approve the final map on file with the City Clerk and accept on behalf of the public the public utility easements, and accept, subject to improvement, Lots C, D, E, F, G, & H and the public rights of way offered thereon, and approve the abandonment of the rights of way and easements listed thereon.

2. Adopt a resolution approving the Subdivision Agreement and authorize the City Manager to execute the agreement on behalf of the City.

BACKGROUND

The Development Services Department, Engineering section, has reviewed the subject final map and found that it is in compliance with the Subdivision Map Act and the City's Subdivision Ordinance and all conditions of the tentative map have been met. This map will create 99 residential lots and 6 landscape lots.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund associated with this approval.

ENVIRONMENTAL REVIEW

Approval of the Parcel F-55 final map is an action that is subject to California Environmental Quality Act (CEQA). Project level CEQA compliance for the Parcel F-55 final map was accomplished with an addendum to the 2004 West Roseville Specific Plan EIR (SCH No. 2002082057) and the 2014 Fiddyment Ranch Specific Plan Amendment 3 Subsequent EIR (SCH No 2010082075). Because the Parcel F-55 final map is consistent with project evaluated in the west Roseville Specific Plan EIR as amended, no new effects would be expected to occur

and all applicable mitigation measures from the West Roseville Specific Plan EIR will be implemented. As such, no additional CEQA action is required at this time.

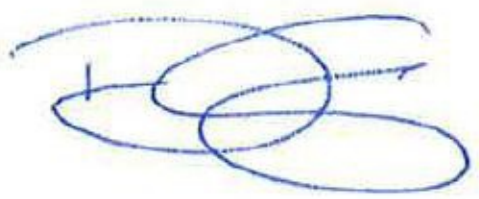
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Robert Medina, Assistant Engineer

Mike Isom, Development Services Director



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Final Map

Vicinity Map

Resolution 22-039

Subdivision Agreement

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 PARCEL F-55 SUBDIVISION NO. PL19-0180" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS PARCEL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS EASEMENTS FOR PUBLIC PURPOSES:

(A) A PUBLIC EASEMENT 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 A PORTION OF LOT A AND ALL OF LOTS C, D, E, F, G AND D, THE STREETS SHOWN HEREON AS CITRA DRIVE, MOSAIC WAY, CHALLENGER WAY, CHINOOK WAY AND CASHMERE COURT 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 C ,D, E, F, G AND H 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 LOT G SHOWN HEREON AND DESIGNATED "EMERGENCY VEHICLE ACCESS EASEMENT" (E.V.A.E.)

(D) 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.).

(E) A NON-EXCLUSIVE ACCESS EASEMENT IN FAVOR OF CITY OF ROSEVILLE FOR INGRESS AND EGRESS ACROSS THAT PORTION OF LOT 34 SHOWN HEREON AND DESIGNATED "CITY ACCESS EASEMENT" (C.A.E.).

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

(A) AS PUBLIC RIGHT-OF-WAY (INCLUDING ALL IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS CITRA DRIVE, MOSAIC WAY, CHALLENGER WAY, CHINOOK WAY AND CASHMERE COURT.

(B) LOTS C, D, E, F, G AND H AS SHOWN HEREON TO THE CITY OF ROSEVILLE FOR LANDSCAPING AND AS PUBLIC RIGHTS OF WAY.

THE REAL PROPERTY DESCRIBED BELOW IS HEREBY IRREVOCABLY OFFERED FOR DEDICATION IN FEE FOR PUBLIC PURPOSES:

(A) LOT A SHOWN HEREON TO THE CITY OF ROSEVILLE FOR STORM DRAIN FACILITY SITE.

TAYLOR MORRISON OF CALIFORNIA, LLC
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____

NAME: _____

NAME: _____

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF _____

ON_____ BEFORE ME,_____, A NOTARY PUBLIC

PERSONALLY APPEARED _____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
SIGNATURE PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS _____COUNTY

MY COMMISSION EXPIRES: _____MY COMMISSION NUMBER: _____

SUBDIVISION MAP ACT SECTION 66477.5 CERTIFICATE

PURSUANT TO SECTION 66477.5 OF THE SUBDIVISION MAP ACT THE CITY OF ROSEVILLE SHALL RECONVEY LOT A 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: TAYLOR MORRISON OF CALIFORNIA, LLC
A CALIFORNIA LIMITED LIABILITY COMPANY

ADDRESS: 81 BLUE RAVINE ROAD, SUTE 220
FOLSOM, CA 95630

SURVEYOR'S STATEMENT

THIS MAP "FINAL MAP OF PARCEL F-55 SUBDIVISION NO. PL19-0180" 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 TAYLOR MORRISON OF CALIFORNIA, LLC, IN JANUARY, 2021. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE PARCEL MAP, 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, 2024, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

MACKAY & SOMPS CIVIL ENGINEERS, INC.

BY: _____

PAUL FERGUSON, JR., PLS 9265
EXPIRATION DATE: MARCH 31 , 2022

DATE: _____

LICENSED LAND SURVEYOR
PAUL FERGUSON, JR.
No. 9265
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS "FINAL MAP OF PARCEL F-55 SUBDIVISION NO. PL19-0180" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE PARCEL MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

_____ DATE: _____

MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2022

I HEREBY STATE THAT I AM SATISFIED THIS "FINAL MAP OF PARCEL F-55 SUBDIVISION NO. PL19-0180" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

_____ DATE: _____

TIMOTHY G. BLAIR, PLS 8278
LICENSE EXPIRES DECEMBER 31, 2023

LICENSED LAND SURVEYOR
TIMOTHY G BLAIR
Exp. 12-31-23
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 PARCEL F-55 SUBDIVISION NO. PL19-0180", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, THE PUBLIC UTILITY EASEMENTS OFFERED HEREON FOR DEDICATION AND HAS ACCEPTED, SUBJECT TO IMPROVEMENT, LOTS A, C, D, E, F, G AND H, AND THE PUBLIC RIGHTS-OF-WAY, PASEO EASEMENTS, EMERGENCY VEHICLE ACCESS EASEMENT, BIKE PATH EASEMENT AND CITY ACCESS EASEMENT OFFERED HEREON FOR DEDICATION, AND HEREBY APPROVES THE ABANDONMENT OF THE EASEMENT LISTED WITHIN NOTE 4 ON SHEET 2.

_____
CITY CLERK, CITY OF ROSEVILLE

DATE: _____ BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2022, 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.

_____ DOCUMENT NO.: _____
RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA

BY:_____ FEE: $ _____
DEPUTY

FINAL MAP OF
PARCEL F-55
SUBDIVISION No. PL19-0180

BEING A SUBDIVISION OF PARCEL 1 AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "PARCEL MAP OF PARCEL F-55 SUBDIVISION NO. PL 19-0180, FILED FOR RECORD IN MAY 14, 2020 IN BOOK 36 OF PARCEL MAPS, AT PAGE 28, PLACER COUNTY RECORDS, WITHIN SECTION 24, TOWNSHIP 11 NORTH, RANGE 5 EAST, M.D.M.

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18424.F55

NOTES:

1. TOTAL AREA OF THIS PARCEL MAP IS 24.763 ACRES +/-, CONSISTING OF 99 LOTS, 6 LANDSCAPE LOTS, 1 STORM DRAIN FACILITY LOT AND 1 PRIVATE LOT.

2. ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. ALL DISTANCES SHOWN ARE GROUND DISTANCES AND ARE IN FEET AND DECIMALS THEREOF. DUE TO ROUNDING THE SUM OF INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.

3. ALL FRONT LOT CORNERS ARE MARKED BY A 1" BRASS MARKER STAMPED "LS 9265" IN THE SIDEWALK OR CONCRETE GUTTER ON THE EXTENSION OF SIDE LOT LINES 1.00 FOOT FROM THE FRONT PROPERTY LINE (ROW).

4. ALL ANGLE POINTS AND REAR LOT CORNERS ARE MARKED BY A 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 9265". ALL REAR CORNERS ABUTTING SOUNDWALLS ARE MARKED BY A 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 9265" AT A 4.00' OFFSET ON THE SIDE LINE OR A BRASS TAG STAMPED "LS 9265" WILL BE SET WITH EPOXY TO THE FACE OF WALL 2.00 FOOT ABOVE GROUND OR ON TOP OF WALL WHERE AN OFFSET MONUMENT CANNOT BE SET.

5. A PRELIMINARY SOILS REPORT WAS PREPARED BY YOUNGDAHL CONSULTING GROUP, INC., DATED JANUARY, 2020; PROJECT NUMBER E19401.000 AND IS ON FILE WITH THE CITY OF ROSEVILLE DEVELOPMENT SERVICES - ENGINEERING DEPARTMENT, FILE NO. 308-919.

6. THE LOCATION OF THE EASEMENT RECORDED IN BOOK 272, AT PAGE 211, O.R., FOR THE TRANSMISSION AND DISTRIBUTION OF ELECTRICITY IN FAVOR OF PACIFIC GAS AND ELECTRIC COMPANY (PG&E) HAS BEEN RELOCATED PURSUANT TO THE TERMS AND PROVISIONS OF THAT CERTAIN EASEMENT RELOCATION AGREEMENT RECORDED SEPTEMBER 27, 2021 AS DOCUMENT NO. 2021-0120544, O.R. THE NEW EASEMENT LOCATION FALLS WITHIN LOTS C AND D, AND THE RIGHTS-OF WAY FOR BLUE OAKS BOULEVARD AND CITRA DRIVE. THE EXISTING OVERHEAD POWERLINES AND UTILITY POLES LOCATED ALONG THE ORIGINAL EASEMENT ROUTE WILL BE REMOVED BY THE CITY OF ROSEVILLE AT THEIR SOLE COST. UNTIL SAID FACILITIES ALONG THE ORIGINAL EASEMENT ROUTE ARE REMOVED, NO BUILDING PERMITS WILL BE ISSUED FOR THE FOLLOWING EIGHTEEN (18) LOTS: 34, 36, 37, 38, 48, 49, 50, 56, 57, 58, 59, 60, 63, 64, 82, 83, 95 AND 96.

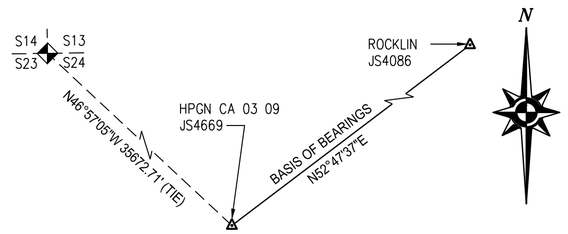
7. PURSUANT TO GOVERNMENT CODE SECTION 66434(G), THE FOLLOWING PUBLIC EASEMENT IS HEREBY ABANDONED:

   a. THAT PORTION OF THE FIFTY (50) FOOT WIDE PUBLIC UTILITY EASEMENT (P.U.E.) ADJACENT TO BLUE OAKS BOULEVARD AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "PARCEL MAP PARCEL F-55, SUBDIVISION NO. PL19-0180" FILED FOR RECORD IN BOOK 36 OF PARCEL MAPS, AT PAGE 28, PLACER COUNTY RECORDS, LYING WITHIN THE BOUNDARY OF THIS FINAL MAP NOT SHOWN HEREON.

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 2 (EPOCH 1991.35), AS MEASURED BETWEEN NGS MONUMENTS "HPGN CA 03 09" AND "ROCKLIN". SAID BEARING IS N52°47'37"E.

DISTANCES SHOWN ARE GROUND DISTANCES. TO CONVERT TO GRID, MULTIPLY GROUND DISTANCES BY THE COMBINED FACTOR OF 0.999927226.



LEGEND

	FOUND SECTION CORNER AS NOTED
	FOUND 1/16 CORNER AS SHOWN PER (1)
	FOUND 5/8" REBAR/CAP STAMPED "LS 6046"
	5/8" REBAR WITH PLASTIC CAP STAMPED "LS 9265" TO BE SET PER (1)
	SET STANDARD CITY COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 9265"
	SET 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 9265"
	SET 1" BRASS MARKER STAMPED "LS 9265"
	SET 3/4" BRASS TAG STAMPED "LS 9265"
	DIMENSION POINT
B.P.E.	BICYCLE PATH EASEMENT
C.A.E.	CITY ACCESS EASEMENT
DOC#	DOCUMENT NUMBER
E.V.A.E.	EMERGENCY VEHICLE ACCESS EASEMENT
I.O.D.	IRREVOCABLE OFFER OF DEDICATION
(OA)	OVERALL
O.R.	OFFICIAL RECORDS OF PLACER COUNTY
P.E.	PASEO EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
R.O.W.	RIGHT-OF-WAY
———	BOUNDARY
———	PARCEL LINE
———	RIGHT-OF-WAY
— — —	EXISTING RIGHT-OF-WAY
– – – –	EASEMENT
—— - ——	SECTION LINE
—— – ——	CENTER LINE
----------	ADJACENT PROPERTY
(X)	SHEET NUMBER

REFERENCES

(1) 36 PM 28

FINAL MAP OF

PARCEL F-55

SUBDIVISION No. PL19-0180

BEING A SUBDIVISION OF PARCEL 1 AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "PARCEL MAP OF PARCEL F-55 SUBDIVISION NO. PL 19-0180, FILED FOR RECORD IN MAY 14, 2020 IN BOOK 36 OF PARCEL MAPS, AT PAGE 28, PLACER COUNTY RECORDS, WITHIN SECTION 24, TOWNSHIP 11 NORTH, RANGE 5 EAST, M.D.M.

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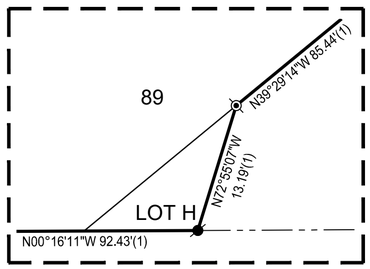

DETAIL "3A"
SCALE: 1"=10'

LOT 5
EE MAPS 74

LOT 1
BB MAPS 88
DOC# 2012-0044503

LOT 2
BB MAPS 88
DOC# 2007-0117568

R=2000.00'
Δ=07°00'47"
L=244.80'(OA)
CB=N82°38'35"W
CD=244.65'

N10°51'49"E 50.00'(1)
N10°51'49"E 57.63'(1)
N79°08'11"W 30.00'
N79°08'11"W 30.00'(1)
N00°18'24"W 1249.31'(1)

BLUE OAKS BOULEVARD
R=2000.00' Δ=21°28'21" L=749.54'
CB=N68°24'01"W CD=745.16'
R=2050.00' Δ=15°07'57" L=541.43' CB=N71°34'13"W CD=539.86'(1)

LOT C
LOT G
LOT F
CITRA DRIVE
LOT E
LOT D

MOSAIC WAY
CASHMERE COURT
CHALLENGER WAY
CHINOOK WAY

LOT B

CITY OF ROSEVILLE
PARCEL 4
36 P.M. 28

N00°01'52"E 40.61'(1)
N70°00'10"W 101.15'(1)
N30°24'36"E 115.80'(1)
N67°00'02"E 41.54'(1)
217.73'(1)
N79°42'58"W 62.04'(1)
N35°39'43"E 69.80'(1)
N35°57'31"E 242.73'(1)
N80°40'12"W 143.81'(1)
104.56'(1)
N17°42'06"E 59.10'(1)
98.27'(1)
N61°17'40"W 129.43'(1)
N72°17'54"W 126.46'(1)
N74°35'06"W 141.69'(1)
N70°32'54"E 75.99'(1)
N13°04'52"W 121.43'(1)
N53°21'39"W 175.71'
N66°20'40"W 210.95'(1)
N66°57'12"W 298.53'(1)
N46°26'12"W 164.76'(1)

CITY OF ROSEVILLE
PARCEL 3
36 P.M. 28

RESULTANT LOT 7
DOC# 2014-0059742

R=2050.00' Δ=6°20'24" L=226.84'
CB=N60°50'02"W CD=226.73' (1)
S25°59'46"W(R)

50' P.U.E.(1)
N57°39'50"W 336.28'
N57°39'50"W 324.48'(1)

R=2000.00' Δ=0°34'36" L=20.13'
CB=N57°57'08"W CD=20.13'

59.24'(TIE)

13 24
14 23
FOUND 1-3/4" IRON PIPE IN
CONC. BENT EASTERLY

1163.67'(1)
N00°16'29"W 1323.80'(1)(OA)

CITY OF ROSEVILLE
DOC# 1999-0081607

CITY OF ROSEVILLE
PARCEL 2
36 P.M. 28

N44°46'50"E 685.74'(1)
35' S.S.E. PER
DN 2005-0134003

N00°16'29"W 160.13'(1)
FOUND 2" IRON PIPE
WITH BRASS DISK
STAMPED AS SHOWN

N39°29'14"W 85.44'(1)
SEE DETAIL "3A"
ON THIS SHEET
N00°16'11"W 92.43'(1)

259.81'(1)
N19°57'15"W 405.88'(1)

CITY OF ROSEVILLE
DOC# 98-0094049

LS 3923
S23 | S24
T11N | R5E
N 1/16
1981

N
0 50 100 200
SCALE: 1"=100'

FINAL MAP OF

PARCEL F-55

SUBDIVISION No. PL19-0180

BEING A SUBDIVISION OF PARCEL 1 AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "PARCEL MAP OF PARCEL F-55 SUBDIVISION NO. PL 19-0180, FILED FOR RECORD IN MAY 14, 2020 IN BOOK 36 OF PARCEL MAPS, AT PAGE 28, PLACER COUNTY RECORDS, WITHIN SECTION 24, TOWNSHIP 11 NORTH, RANGE 5 EAST, M.D.M.

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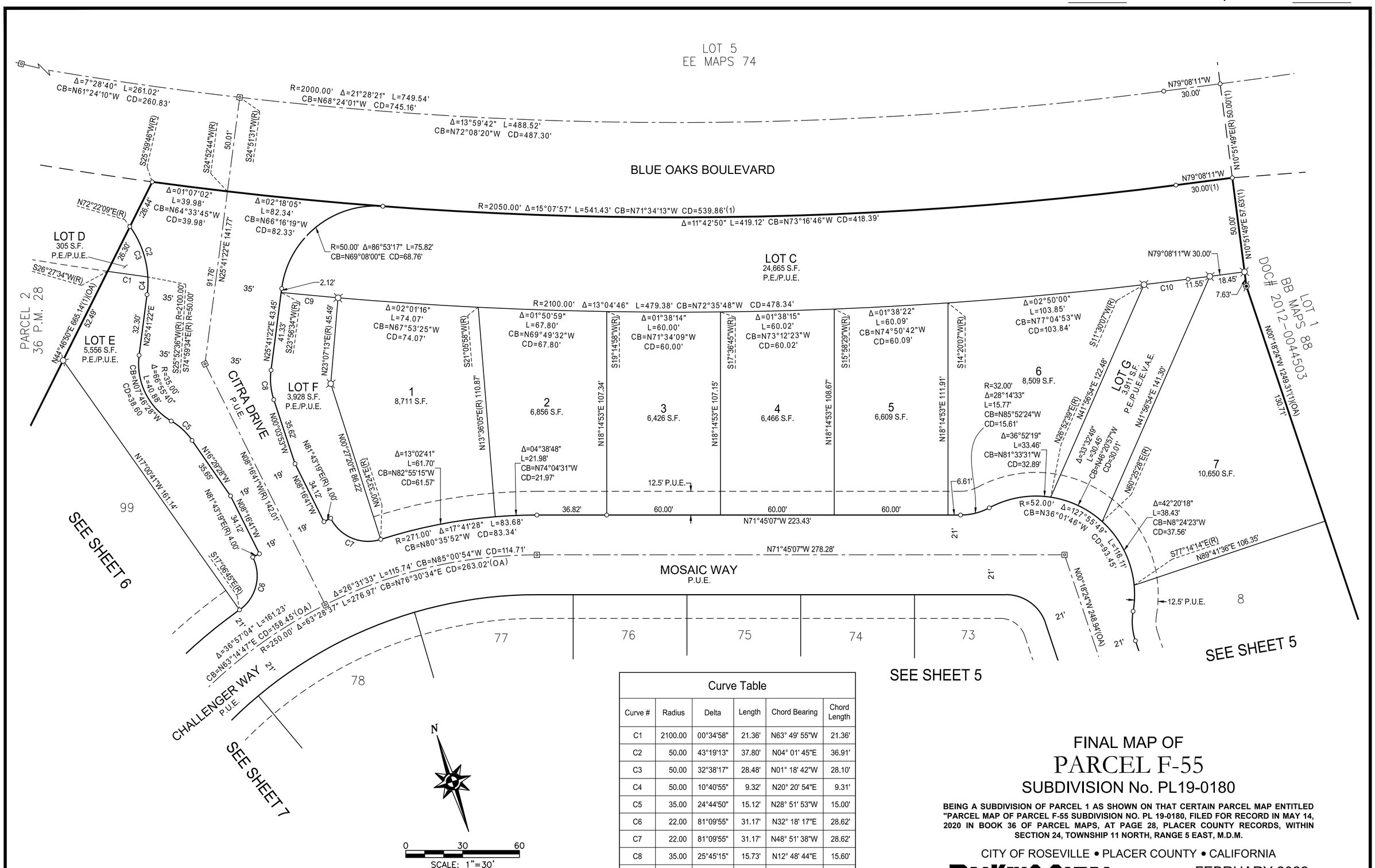
FEBRUARY 2022

18424.F55

SEE SHEET 2 FOR NOTES, REFERENCES, BASIS OF BEARINGS AND LEGEND



Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	2100.00	00°34'58"	21.36'	N63° 49' 55"W	21.36'
C2	50.00	43°19'13"	37.80'	N04° 01' 45"E	36.91'
C3	50.00	32°38'17"	28.48'	N01° 18' 42"W	28.10'
C4	50.00	10°40'55"	9.32'	N20° 20' 54"E	9.31'
C5	35.00	24°44'50"	15.12'	N28° 51' 53"W	15.00'
C6	22.00	81°09'55"	31.17'	N32° 18' 17"E	28.62'
C7	22.00	81°09'55"	31.17'	N48° 51' 38"W	28.62'
C8	35.00	25°45'15"	15.73'	N12° 48' 44"E	15.60'
C9	2100.00	00°49'21"	30.15'	N66° 28' 06"W	30.15'
C10	2100.00	00°38'19"	23.40'	N78° 49' 02"W	23.40'

FINAL MAP OF

PARCEL F-55

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BOOK_____ OF MAPS, PAGE_____

SEE SHEET 4

SEE SHEET 6

SEE SHEET 7

SEE SHEET 8

LOT E

LOT F

LOT G

CITRA DRIVE

CHALLENGER WAY
P.U.E.

MOSAIC WAY
P.U.E.

LOT 1
BB MAPS 88
DOC# 2012-0044503

1 2 3 4 5 6 7

67 66 79 78 77 76 75 74 73 72 71 70 69 68 8 9 10 11 12 13 14 15 16 17

8 6,797 S.F.
9 6,900 S.F.
10 6,865 S.F.
11 8,692 S.F.
68 7,772 S.F.
69 6,986 S.F.
70 7,043 S.F.
71 7,450 S.F.
72 8,415 S.F.
73 8,579 S.F.
74 6,330 S.F.
75 6,330 S.F.
76 6,330 S.F.
77 7,409 S.F.
78 7,796 S.F.

N71°45'07"W 278.28'
N71°45'07"W 247.36'
N71°45'07"W 279.46'(OA)
N70°52'52"W 140.70'
N70°52'52"W 195.71'
N77°03'45"W 54.17'
N89°41'36"E 106.35'
N89°41'36"E 115.00'
N89°41'36"E 115.00'
N89°41'36"E 109.46'
N89°41'36"E
N00°18'24"W 1249.31'(1)(OA)
N00°18'24"W 133.34'
N00°18'24"W 248.94'
N00°18'24"W 174.84'
N00°40'07"W 110.46'
N01°52'38"E(R) 105.51'
N18°14'53"E 105.50'
N19°07'08"E 115.18'
N19°07'08"E 116.92'
N19°07'08"E 117.84'
N12°16'59"E(R) 117.01'
S77°14'14"E(R)
N65°47'01"E(R)
N60°09'06"W(R) 129.57'
N08°16'41"W(R) 142.01'(OA)
N21°39'34"W(R) 108.34'
N24°21'10"W(R)
S32°12'30"W(R)
N37°07'08"E 293.00'(OA)
231.59'(OA)

R=52.00' Δ=127°55'49" L=116.11'
CB=N36°01'46"W CD=93.45'
Δ=15°10'23" L=13.77' CB=N20°20'57"E CD=13.73'
R=32.00' Δ=28°14'33" L=15.77' CB=N13°48'52"E CD=15.61'
R=32.00' Δ=28°14'33" L=15.77' CB=N14°25'41"W CD=15.61'
Δ=04°19'58" L=3.93' CB=N26°22'58"W CD=3.93'
Δ=54°03'53" L=49.07' CB=N2°48'57"E CD=47.27'
R=52.00' Δ=147°59'54" L=134.32' CB=N45°27'00"E CD=99.97'
Δ=26°31'33" L=115.74' CB=N85°00'54"W CD=114.71'
Δ=36°57'04" L=161.23' CB=N63°14'47"E CD=158.45'(OA)
R=250.00' Δ=63°28'37" L=276.97' CB=N76°30'34"E CD=263.02'(OA)
R=229.00' Δ=63°28'37" L=253.71' CB=N76°30'34"E CD=240.93'(OA)
Δ=23°32'12" L=94.07' CB=N80°06'32"E CD=93.41'
Δ=16°22'15" L=65.43' CB=N79°56'15"W CD=65.21'
R=22.00' Δ=71°26'43" L=27.43' CB=N36°01'46"W CD=25.69'
Δ=15°09'11" L=8.46' CB=N50°12'54"W CD=8.44'
Δ=51°45'52" L=46.98' CB=N68°31'14"W CD=45.40'
Δ=13°05'22" L=7.31' CB=N64°20'11"W CD=7.29'
Δ=06°50'10" L=42.24' CB=N74°17'56"W CD=42.21'
R=22.00' Δ=91°50'07" L=35.26' CB=N45°36'39"E CD=31.61'
Δ=10°45'15" L=66.44' CB=N83°05'39"W CD=66.35'
R=354.00' Δ=17°35'25" L=108.68' CB=N79°40'34"W CD=108.26'
R=375.00' Δ=19°25'33" L=127.14' CB=N80°35'38"W CD=126.53
R=52.00' Δ=128°29'06" L=116.61' CB=N73°07'08"E CD=93.67'
R=32.00' Δ=28°14'33" L=15.77' CB=N56°45'35"W CD=15.61'

12.5' P.U.E.
21'
19.13'
60.00'
48.23'
95.46'
32.01'
41.33'
79.38'
112.29'
36.80'
60.01'
56.17'
99.46'
66.47'
52.75'
27.95'
32.37'

0 30 60
SCALE: 1"=30'

FINAL MAP OF

PARCEL F-55

SUBDIVISION No. PL19-0180

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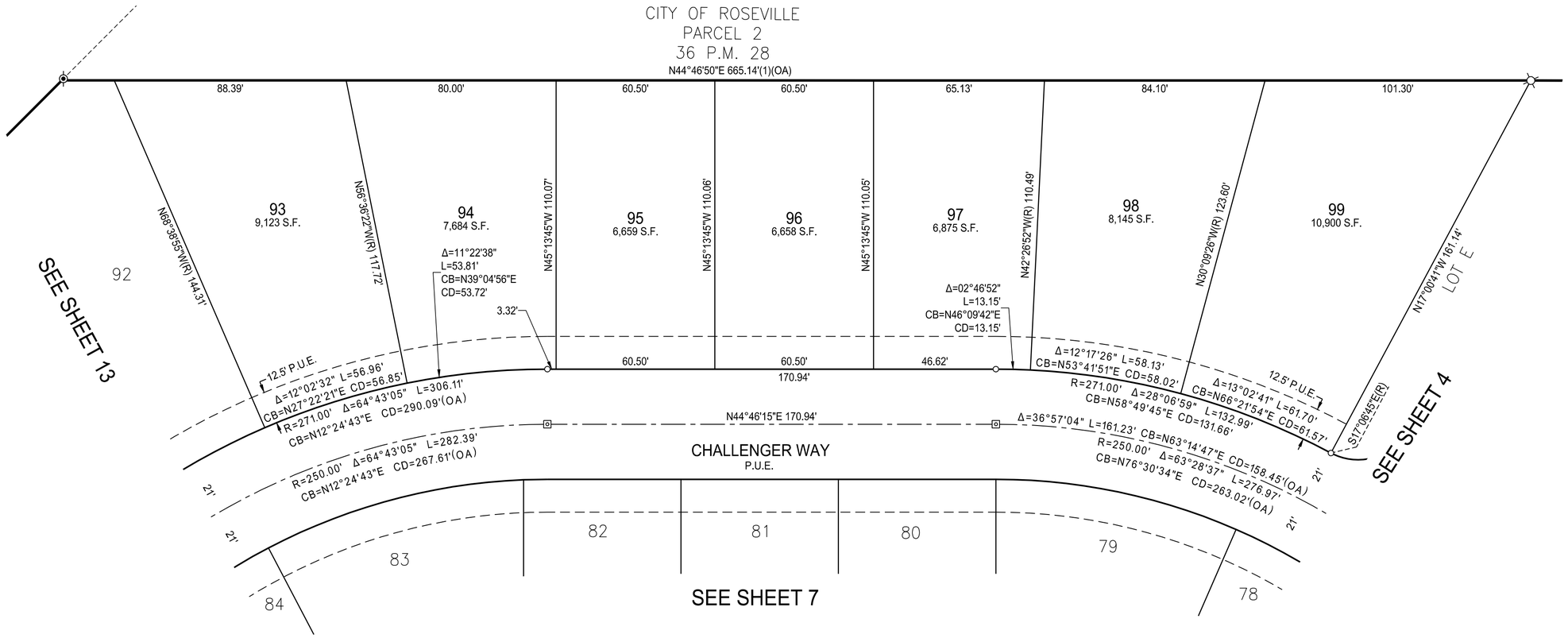

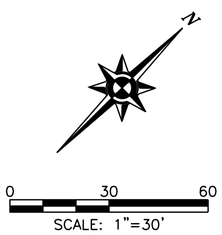

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BOOK_____ OF MAPS, PAGE_____

SEE SHEET 6

CHALLENGER WAY
P.U.E.

SEE SHEET 13

LOT E

CITRA DRIVE
P.U.E.

MOSAIC WAY
P.U.E.

LOT A

CHALLENGER WAY
P.U.E.

MOSAIC WAY
P.U.E.

CHINOOK WAY
P.U.E.

SEE SHEET 5

SEE SHEET 8

SEE SHEET 9

SEE SHEET 2 FOR NOTES, REFERENCES, BASIS OF BEARINGS AND LEGEND

FINAL MAP OF
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SUBDIVISION No. PL19-0180

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BOOK_____ OF MAPS, PAGE_____

SEE SHEET 5

MOSAIC WAY P.U.E.

SEE SHEET 7

SEE SHEET 10

SEE SHEET 9

CHINOOK WAY P.U.E.

CASHMERE COURT P.U.E.

LOT 1 BB MAPS 88 DOC# 2012-0044503

LOT 2 BB MAPS 88 DOC# 2007-0117568

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	32.00	25°41'35"	14.35'	N73° 23' 51"W	14.23'
C2	396.00	00°42'06"	4.85'	N85° 53' 35"W	4.85'

SCALE: 1"=30'

SEE SHEET 2 FOR NOTES, REFERENCES, BASIS OF BEARINGS AND LEGEND

FINAL MAP OF
PARCEL F-55
SUBDIVISION No. PL19-0180

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BOOK_____OF MAPS, PAGE_____

SEE SHEET 8

SEE SHEET 7

SEE SHEET 10

SEE SHEET 13

SEE SHEET 12

CHINOOK WAY
P.U.E.

MOSAIC WAY
P.U.E.

CHALLENGER WAY
P.U.E.

LOT A

N52°52'52"W 153.52'

R=800.00' Δ=09°15'51" L=129.35' CB=N48°14'56"W CD=129.21'

R=250.00' Δ=46°41'24" L=203.72' CB=N66°57'42"W CD=198.13'(OA)

N52°52'52"W 110.52'
93.44'

R=779.00' Δ=09°15'51" L=125.96' CB=N48°14'56"W CD=125.82'

Δ=04°25'22" L=60.13'
CB=N47°37'27"W CD=60.12'

R=271.00' Δ=46°41'24" L=220.84' CB=N66°57'42"W CD=214.78'(OA)

231.59'(OA)

N37°07'08"E 293.00'(OA)

61.41'

21'

R=22.00' Δ=90°00'00" L=34.56'
CB=N82°07'08"E CD=31.11

N37°07'08"E 18.41'

12.5' P.U.E.

17.08'

Δ=03°02'44"
L=41.41'
CB=N51°21'30"W
CD=41.40'

Δ=12°02'32" L=56.96'
CB=N57°13'03"W CD=56.85'

Δ=12°02'32" L=56.96'
CB=N69°15'35"W CD=56.85'

Δ=07°34'47" L=35.85'
CB=N47°24'24"W CD=35.83'

Δ=01°47'46" L=24.42'
CB=N44°30'53"W CD=24.42'

Δ=05°24'09" L=30.27'
CB=N39°49'13"E CD=30.26'

N47°28'43"W(R) 106.91'

N37°07'08"E 134.66'

81.37'

119.56'

N40°09'52"E(R)

N38°48'13"E 119.22'

N44°35'14"E(R)

N38°48'13"E 115.16'

N38°48'13"E(R) 108.44'

N26°45'41"E(R) 105.74'

N14°43'09"E(R) 107.84'

R=300.00' Δ=27°56'02" L=146.26' CB=N57°05'10"E CD=144.82'

R=321.00' Δ=24°12'55" L=135.67' CB=N49°13'36"E CD=134.66'

Δ=10°14'05" L=57.34'
CB=N47°38'20"E CD=57.26'

Δ=08°34'41" L=48.06'
CB=N57°02'43"E CD=48.01'

N44°29'16"E 237.61'(OA)

76.83'

N37°14'37"W(R) 111.15'

70.31'

54.91'

N51°30'00"W 181.16'(OA)

60.00'

63.13'

50.85'

63.13'

9.24'

53.36'

N58°55'00"W 62.60'

26.00'

35.19'

N59°38'43"W 61.19'

44.73'

N74°06'49"W 56.45'

N10°39'21"E(R) 108.27'

148.79'(OA)
N19°56'49"W 156.50'(OA)

7.71'

N65°03'11"E 18.66'

R=22.00' Δ=86°36'44" L=33.26'
CB=S18°01'42"W CD=30.18'

Δ=17°44'01" L=109.57'
CB=N34°08'40"W CD=109.13'

R=354.00' Δ=33°38'20" L=207.84' CB=N42°05'50"W CD=204.86'

R=375.00' Δ=38°58'10" L=255.06' CB=N39°25'55"W CD=250.17'

118.05'

S46°59'20"W(R)
79.41'

S33°32'40"W(R)

N31°05'00"E 120.97'

N31°05'00"E 113.15'

N31°05'00"E 105.00'

N31°05'00"E 105.00'

N27°05'23"E(R) 105.30'

Δ=02°27'40" L=15.21'
CB=N57°41'10"W CD=15.20'

Δ=03°59'37"
L=21.19'
CB=N60°54'48"W
CD=21.18'

12.5' P.U.E.

Δ=16°26'02" L=87.20'
CB=N71°07'38"W CD=86.90'

R=304.00' Δ=31°23'25" L=166.55'
CB=N74°36'42"W CD=164.47'(OA)

R=325.00' Δ=31°23'25" L=178.06'
CB=N74°36'42"W CD=175.84(OA)

47.40'

62.60'

62.60'

47.35'

N58°55'00"W 219.94'

N58°55'00"W 219.94'

60
8,285 S.F.

59
7,683 S.F.

58
7,055 S.F.

57
6,704 S.F.

56
7,203 S.F.

55
7,367 S.F.

61
7,226 S.F.

62
9,147 S.F.

45
8,306 S.F.

46
7,337 S.F.

47
6,828 S.F.

48
6,573 S.F.

49
6,834 S.F.

50
7,752 S.F.

19 20 21 22 25 63 86 54 51 88 87 44 43 42 41 40 39 38

0 30 60
SCALE: 1"=30'

FINAL MAP OF
PARCEL F-55
SUBDIVISION No. PL19-0180

BEING A SUBDIVISION OF PARCEL 1 AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "PARCEL MAP OF PARCEL F-55 SUBDIVISION NO. PL 19-0180, FILED FOR RECORD IN MAY 14, 2020 IN BOOK 36 OF PARCEL MAPS, AT PAGE 28, PLACER COUNTY RECORDS, WITHIN SECTION 24, TOWNSHIP 11 NORTH, RANGE 5 EAST, M.D.M.

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ENGINEERS PLANNERS SURVEYORS
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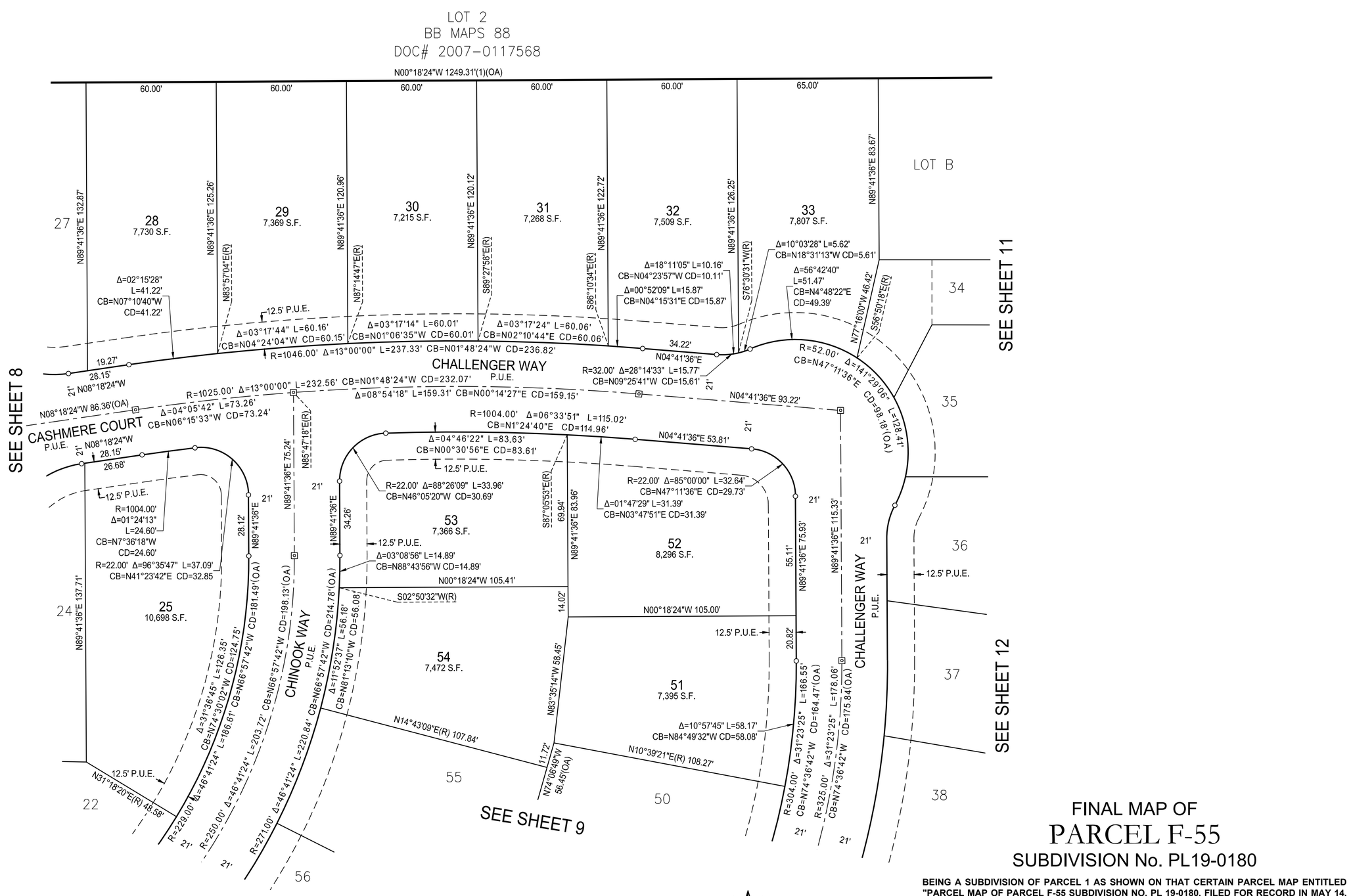
FEBRUARY 2022

18424.F55

SEE SHEET 2 FOR NOTES, REFERENCES, BASIS OF BEARINGS AND LEGEND

BOOK_____ OF MAPS, PAGE_____



N

0 30 60

SCALE: 1"=30'

FINAL MAP OF

PARCEL F-55

SUBDIVISION No. PL19-0180

BEING A SUBDIVISION OF PARCEL 1 AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "PARCEL MAP OF PARCEL F-55 SUBDIVISION NO. PL 19-0180, FILED FOR RECORD IN MAY 14, 2020 IN BOOK 36 OF PARCEL MAPS, AT PAGE 28, PLACER COUNTY RECORDS, WITHIN SECTION 24, TOWNSHIP 11 NORTH, RANGE 5 EAST, M.D.M.

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BOOK_____ OF MAPS, PAGE_____

LOT 2
BB MAPS 88
DOC# 2007-0117568

N00°18'24"W 1249.31'(1)(OA)
270.53'

LOT B
21,609 S.F.

33

N89°41'36"E 83.67'

PRIVATE ACCESS EASEMENT IN FAVOR OF LOT B TO BE DEDICATED AT TIME OF CONVEYANCE OF LOT B, IF NECESSARY. SEE DETAIL "13B" ON THIS SHEET

SEE DETAIL "13A" ON THIS SHEET FOR CITY ACCESS EASEMENT (C.A.E.)

N00°01'52"E 218.76'

N70°00'10"W 101.15'(1)

19.39'

RESULTANT LOT 7
DOC# 2014-0059742

N30°24'36"E 115.80'(1)

N30°24'36"E 135.19'

S56°50'18"E(R)
N77°16'00"W
46.42'

12.5' P.U.E.

Δ=27°49'07" L=25.25'
CB=N47°04'16"E CD=25.00'

C.A.E.

N00°01'52"E 151.37'
110.76'

N00°01'52"E 40.61'(1)

N62°25'37"W
37.87'

S29°01'11"E(R)

35
8,102 S.F.

R=52.00'
Δ=141°29'06"
L=128.41'(OA)
CB=N47°11'36"E
CD=98.18'

N04°41'36"E 93.22'(OA)

Δ=41°28'22" L=37.64'
CB=N81°43'00"E CD=36.82'

S12°27'10"W(R)

N00°00'04"W 111.49'

Δ=15°28'58" L=14.05'
CB=N69°48'20"W CD=14.01'

R=32.00' Δ=28°14'33" L=15.77'
CB=N76°11'08"W CD=15.61'

70.88'

N80°40'12"W 143.81'(1)

72.93'

N79°42'58"W 62.04'(1)

34
33,622 S.F.

N67°00'02"E
41.54'(1)

N30°24'36"E 101.93'(1)

CITY OF ROSEVILLE
PARCEL 4
36 P.M. 28

N35°39'43"E 69.80'(1)

31.16'(1)

N61°17'40"W

N35°57'31"E 242.73'(1)

N61°17'40"W 98.27'(1)

RESULTANT LOT 7
DOC# 2014-0059742

SEE SHEET 10

52

21'

N89°41'36"E 115.33'

CHALLENGER WAY
P.U.E.

21'

36
7,307 S.F.

28.87'

N89°41'36"E 56.34'

27.47'

N07°47'19"E 109.09'

N17°42'06"E 59.10'(1)

N17°42'06"E 45.45'(1)

51

Δ=05°45'28" L=34.77'
CB=N87°25'40"W CD=34.76'

37
9,946 S.F.

S05°27'04"W(R)

N09°43'32"E 150.45'

57.58'

N72°17'54"W 126.46'(1)(OA)

CITY OF ROSEVILLE
PARCEL 3
36 P.M. 28

N74°35'06"W 141.89'(1)(OA)

50

21'

R=325.00'
Δ=31°23'25"
L=178.06'
CB=N74°36'42"W
CD=175.84'(OA)

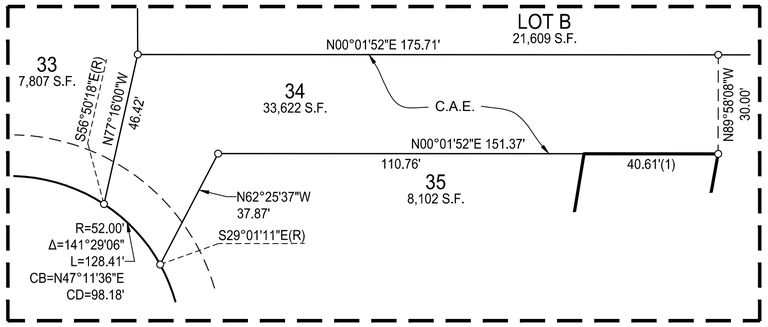
21'

R=346.00'
Δ=31°23'25"
L=189.56'
CB=N74°36'42"W
CD=187.20'(OA)

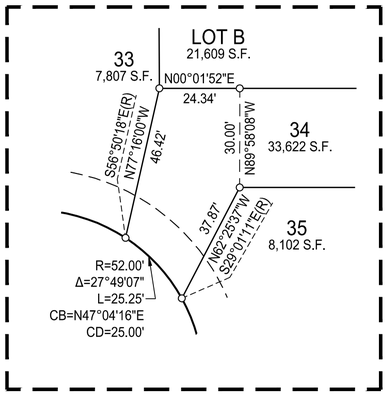
38

SEE SHEET 9

SEE SHEET 12



DETAIL "13A"
CITY ACCESS EASEMENT
SCALE : 1"=30'



DETAIL "13B"
FUTURE PRIVATE ACCESS EASEMENT
SCALE : 1"=30'

N

0 30 60
SCALE: 1"=30'

FINAL MAP OF
PARCEL F-55
SUBDIVISION No. PL19-0180

BEING A SUBDIVISION OF PARCEL 1 AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "PARCEL MAP OF PARCEL F-55 SUBDIVISION NO. PL 19-0180, FILED FOR RECORD IN MAY 14, 2020 IN BOOK 36 OF PARCEL MAPS, AT PAGE 28, PLACER COUNTY RECORDS, WITHIN SECTION 24, TOWNSHIP 11 NORTH, RANGE 5 EAST, M.D.M.

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FEBRUARY 2022

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SEE SHEET 2 FOR NOTES, REFERENCES, BASIS OF BEARINGS AND LEGEND

BOOK_____ OF MAPS, PAGE_____

SEE SHEET 9

SEE SHEET 13

SEE SHEET 11

CHALLENGER WAY
P.U.E.

62 | 45 | 46 | 47 | 48 | 49 | 50 | 51

21' | 21' | 21' | 21'

12.5' P.U.E. | 12.5' P.U.E.

R=375.00' Δ=38°58'10" L=255.06' CB=N39°25'55"W CD=250.17'

R=396.00' Δ=38°58'10" L=269.34' CB=N39°25'55"W CD=264.18'

Δ=18°33'19" L=128.24'
CB=N41°03'56"W CD=127.68'

N58°55'00"W 219.94'

Δ=08°34'24" L=59.26'
CB=N54°37'47"W CD=59.20'

R=325.00' Δ=31°23'25" L=178.06' CB=N74°36'42"W CD=175.84'

R=346.00' Δ=31°23'25" L=189.56' CB=N74°36'42"W CD=187.20'

Δ=09°32'02" L=57.57'
CB=N70°04'13"W CD=57.51'

Δ=09°42'42" L=58.65'
CB=N79°41'35"W CD=58.58'

Δ=06°23'12"
L=38.57'
CB=N62°06'36"W
CD=38.55'

N58°12'43"E(R) 115.88'

S05°27'04"W(R)

N09°43'32"E 150.45'

20.14' | 60.00' | 60.00' | 60.00' | 19.80'

87
18,661 S.F.

44
11,525 S.F.

43
7,336 S.F.

42
6,866 S.F.

41
6,432 S.F.

40
7,155 S.F.

39
8,665 S.F.

38
9,497 S.F.

37

N39°39'25"E(R) 126.77'

N31°05'00"E 126.17'

N31°05'00"E 118.35'

N31°05'00"E 110.53'

N31°05'00"E 106.71'

N24°41'48"E(R) 116.51'

N15°09'46"E(R) 140.27'

58.99'
N19°57'15"W 259.81'(1)(OA)

112.26'
N46°26'12"W 164.78'(1)

52.52' | 47.20' | 60.51' | 60.51' | 42.74' | 17.70' | 71.59' | 82.32' | 4.10' | 68.88'

N66°20'40"W 210.95'(1)

N53°21'39"W 175.71'(1)

N72°17'54"W 126.46'(1)(OA)

CITY OF ROSEVILLE
PARCEL 3
36 P.M. 28

N19°57'15"W 146.07'(1)

N66°57'12"W 298.53'(1)

N13°04'52"W 121.43'(1)

N74°35'06"W 141.69'(1)(OA)

N70°32'54"E 75.99'(1)

RESULTANT LOT 7
DOC# 2014-0059742

N

0 30 60
SCALE: 1"=30'

FINAL MAP OF
PARCEL F-55
SUBDIVISION No. PL19-0180

BEING A SUBDIVISION OF PARCEL 1 AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "PARCEL MAP OF PARCEL F-55 SUBDIVISION NO. PL 19-0180, FILED FOR RECORD IN MAY 14, 2020 IN BOOK 36 OF PARCEL MAPS, AT PAGE 28, PLACER COUNTY RECORDS, WITHIN SECTION 24, TOWNSHIP 11 NORTH, RANGE 5 EAST, M.D.M.

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SEE SHEET 2 FOR NOTES, REFERENCES, BASIS OF BEARINGS AND LEGEND

SEE SHEET 9

SEE SHEET 7

SEE SHEET 6

SEE SHEET 12

MOSAIC WAY
P.U.E.

CHALLENGER WAY
P.U.E.

62

83

84

85

86

87

93

88
7,247 S.F.

LOT A
16,227 S.F.

92
10,372 S.F.

91
8,967 S.F.

90
7,987 S.F.

89
9,645 S.F.

N65°03'11"E 18.66'

17.71'

R=375.00' Δ=38°58'10" L=255.06'
CB=N39°25'55"W CD=250.17'(OA)

R=396.00' Δ=38°58'10" L=269.34'
CB=N39°25'55"W CD=264.18'(OA)

Δ=08°22'18" L=57.86'
CB=N27°36'07"W CD=57.81'

12.5' P.U.E.

N58°12'43"E(R) 115.88'

148.79'
N19°56'49"W 156.50'

N19°56'49"W 156.50'
115.71'

R=250.00' Δ=64°43'05" L=282.39' CB=N12°24'43"E CD=267.61'(OA)

R=271.00' Δ=64°43'05" L=306.11' CB=N12°24'43"E CD=290.09'(OA)

Δ=12°02'32" L=56.96'
CB=N15°19'49"E CD=56.85'

Δ=12°10'42" L=57.60'
CB=N03°13'12"E CD=57.49'

Δ=12°52'18" L=60.88'
CB=N09°18'18"W CD=60.75'

40.79'

Δ=04°12'22"
L=19.89'
CB=N17°50'38"W
CD=19.89'

Δ=03°28'09"
L=23.98'
CB=N21°40'54"W
CD=23.97'

N66°35'02"E(R) 105.92'

N66°35'02"E 105.22'

20' P.U.E.

74.66'

N79°45'47"E 121.07'

N79°45'47"E 113.29'

20' B.P.E.

126.16'

N19°57'15"W 259.81'(1)

S74°15'33"W(R)

S87°07'51"W(R)

N89°43'33"E 129.51'

N89°43'33"E 139.05'

N68°38'55"W(R) 144.31'

N80°41'27"W(R) 134.89'

N44°46'50"E 665.14'(1)(OA)

19.99'

71.36'

79.84'

8.92'

51.08'

29.86'

N00°16'29"W 160.13'(1)

N00°16'11"W 92.43'(1)

N39°29'14"W 105.35'(OA)

62.54'

42.81'

N39°29'14"W 85.44'(1)

CITY OF ROSEVILLE
PARCEL 2
36 P.M. 28

CITY OF ROSEVILLE
DOC# 1999-0081607

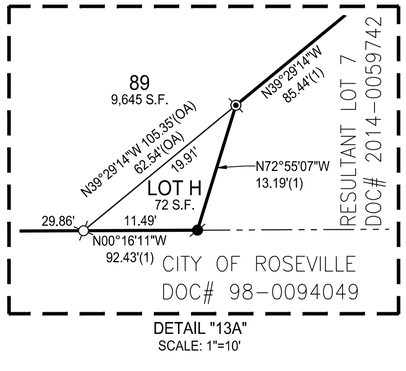
CITY OF ROSEVILLE
DOC# 98-0094049

RESULTANT LOT 7
DOC# 2014-0059742

SEE DETAIL "13A"
ON THIS SHEET

FOUND 2" IRON PIPE
WITH BRASS DISK
STAMPED AS SHOWN

LS 3923
S23 | S24
T11N | R5E
N 1/16
1981



DETAIL "13A"
SCALE: 1"=10'

N

0 30 60
SCALE: 1"=30'

FINAL MAP OF

PARCEL F-55

SUBDIVISION No. PL19-0180

BEING A SUBDIVISION OF PARCEL 1 AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "PARCEL MAP OF PARCEL F-55 SUBDIVISION NO. PL 19-0180, FILED FOR RECORD IN MAY 14, 2020 IN BOOK 36 OF PARCEL MAPS, AT PAGE 28, PLACER COUNTY RECORDS, WITHIN SECTION 24, TOWNSHIP 11 NORTH, RANGE 5 EAST, M.D.M.

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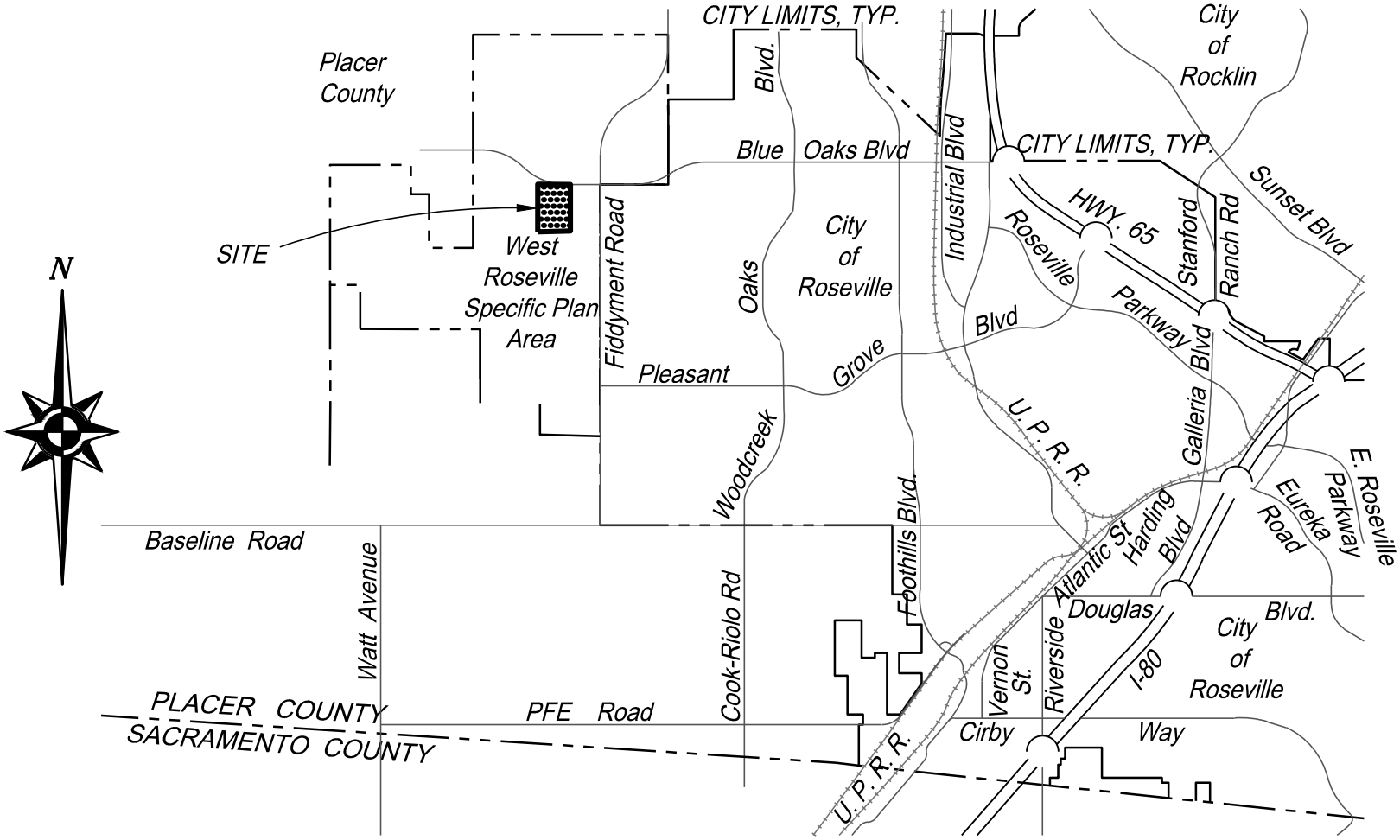
SEE SHEET 2 FOR NOTES, REFERENCES, BASIS OF BEARINGS AND LEGEND

PARCEL F-55 FINAL MAP



VICINITY MAP

RESOLUTION NO. 22-039

APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND TAYLOR MORRISON OF CALIFORNIA, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a subdivision agreement, by and between the City of Roseville and Taylor Morrison of California, for the Parcel F-55 subdivision, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

RECORDING REQUESTED BY AND WHEN RECORDED, PLEASE RETURN TO:

City Clerk
CITY OF ROSEVILLE
311 Vernon Street
Roseville, CA 95678

Exempt from recording fees
Pursuant to Govt. Code §27383

SUBDIVISION AGREEMENT

Parcel F-55 SUBDIVISION

THIS AGREEMENT, made and entered into this ___ day of _____, 20__, by and between the CITY OF ROSEVILLE, a municipal corporation ("CITY"), and Taylor Morrison of California, a California Limited Liability Company, ("SUBDIVIDER"),

W I T N E S S E T H:

WHEREAS, SUBDIVIDER is possessed of a tract of land lying in the City of Roseville, County of Placer, known as "Parcel F-55 Subdivision" (Subdivision no. PL19-0180; "the Subdivision"); and

WHEREAS, a tentative map of the Subdivision was approved by the City Planning Commission on the 27th day of February, 2020, and the final map of the Subdivision has been approved subject to the execution of this Agreement; and

WHEREAS, the final map has been filed on the ____ day of _____, 20__ in Book _____ of Parcel/Subdivision Maps at Page _____ in the Official Records, Placer County Recorder, file no. _____; and

WHEREAS, Section 18.20.110 of the Roseville Municipal Code, regulating the subdivision of land in the City, requires that SUBDIVIDER shall execute and file an agreement between itself and CITY relating to the improvements to be made in a subdivision, prior to the approval by the City Council of the final map.

NOW, THEREFORE, the parties agree as follows:

1. Rights-of-Way. Except as otherwise provided by this Agreement, CITY rejects all lands, right-of-ways, and easements offered for dedication on the final map of the Subdivision. All such offers shall, however, remain open, and shall constitute irrevocable offers of dedication in accordance with Government Code Section 66477.2. All such offers may be accepted by CITY in its sole discretion at any later date without further notice to SUBDIVIDER as provided by law.

By way of explanation only, it is the current intention of CITY to accept all or part of such irrevocable offers to dedicate upon acceptance of the improvements called for in this Agreement.

2. Improvements - Time Limit. SUBDIVIDER agrees to cause all improvements to be made and constructed in the Subdivision to fully comply with the requirements of the Roseville Municipal Code and the Subdivision Map Act of the State of California according to the improvement plans for the Subdivision prepared by MacKay & Somps, Civil Engineers, Inc., dated March 2021 and approved by the City Engineer and including any changes or

alterations to such improvements required by the City Engineer, and to install, on or before December 31, 2022, such survey monuments as may be required by the City Engineer ("the Work"). SUBDIVIDER agrees to pay for any materials, provisions or other supplies used in, upon, for or about the performance of the Work, or for any work or labor of any kind done in connection with the Work, or for any amounts due under the Unemployment Insurance Act with respect to such work or labor.

SUBDIVIDER agrees to complete all of the Work on or before twenty-four (24) months from the date of this Agreement. If in the opinion of the City Engineer of CITY, an extension of this Agreement is not detrimental to the public welfare, he or she is, in his or her sole discretion, hereby authorized to extend the time within which the Work shall be completed for a period not to exceed twelve (12) months. Upon a written application made by SUBDIVIDER, further extensions, not to exceed an additional six (6) months, shall be reviewed and approved at the discretion of the City Engineer of CITY. Any such application extension request by SUBDIVIDER shall fully state the grounds and facts relied upon for the granting of additional extensions.

In the event that SUBDIVIDER shall fail to complete the Work within the time provided by this Agreement, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, enter upon the Subdivision and complete the Work and recover the full cost and expense of such construction from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

If at anytime prior to the expiration of the time provided by this Agreement the City Engineer of CITY determines that a safety hazard exists within an existing public right-of-

way, the City Engineer shall give written notice to SUBDIVIDER to eliminate the safety hazard. If SUBDIVIDER fails to eliminate the safety hazard within five (5) calendar days of the written notice, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, eliminate the safety hazard and recover the full cost and expense of such work from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

3. Acquisition and Dedication of Easements or Rights-of-Ways. If any of the Work is to be constructed or installed on land not within the Subdivision or already existing public right-of-way, no construction or installation shall be commenced before:

a. The irrevocable offer of dedication or conveyance to CITY of appropriate right-of-ways, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work; or

b. The issuance of an order of possession by a court of competent jurisdiction pursuant to the State Eminent Domain Law. SUBDIVIDER shall comply in all respects with any such order of possession.

Nothing in this Section 3 shall be construed as authorizing or granting an extension of time to SUBDIVIDER for completion of the Work.

4. Inspection Fees and Costs. The City Engineer shall inspect all of the Work improvements made in the Subdivision to see that they comply with CITY's subdivision regulations and specifications. SUBDIVIDER shall deposit the estimated inspection fee and reimburse CITY for the cost of such inspections in accordance with Roseville Municipal Code section 18.20.070.

5. Securities.

a. SUBDIVIDER shall file with this Agreement two (2) improvement securities as set forth in Roseville Municipal Code Sections 18.20.150 and 18.20.160. Each security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Work as determined by the City Engineer which amount is the sum of $3,063,652.40. One improvement security shall secure faithful performance of this Agreement as required by Section 66499.3(a) of the Government Code of the State of California (the "faithful performance" security). The second improvement security shall, as required by Section 66499.3(b) of the Government Code of the State of California, secure the obligations set forth in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California for payment to the contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the Work (the "payment security"). The improvement securities required under this paragraph shall also secure placement of monumentation and guarantee payment therefor as provided by California Government Code section 66496.

b. SUBDIVIDER shall also file with this Agreement a "guarantee and warranty security" in the amount of ten percent (10%) of the City Engineer's estimated cost of the Work as set forth in Section 18.20.170 of the Roseville Municipal Code to guarantee and warrant the Work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, as required by Section 66499(a)(5) of the Government Code of the State of California. The guarantee and warranty security shall be released upon SUBDIVIDER's request following expiration of the warranty period and subject to the reasonable determination of the City Engineer that SUBDIVIDER's warranty obligations have been satisfied.

c. Any bonds submitted as security pursuant to this section shall be executed by a surety company authorized to transact a surety business in the State of California. All required securities shall be in a form approved by the City Attorney of CITY.

6. Successors and Assigns – Covenant Running with the Land. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. It shall be recorded in the Office of the Recorder of Placer County concurrently with the final map of the Subdivision, and shall constitute a covenant running with the land and an equitable servitude upon the real property within the Subdivision.

7. Acceptance of Improvements Upon Completion. Upon satisfactory completion of the Work, in accordance with this Agreement, CITY agrees to accept the Work and its improvements and the offers of dedication described in paragraph 1, subject to the provisions of paragraphs 1 and 10 of this Agreement.

8. Notice Regarding Construction. SUBDIVIDER shall notify the City Engineer of CITY in writing three (3) days prior to the commencement of construction of the Work.

9. Subdivider's Obligation to Warn Public During Construction. Until final acceptance of the Work, SUBDIVIDER shall give good and adequate warning to the public of each and every dangerous condition which may exist in the Work, and will take all reasonable actions to protect the public from any such dangerous condition.

10. Warranty.

a. SUBDIVIDER guarantees and warrants the public improvements which constitute the Work required by this Agreement, and agrees to remedy any defects in the improvements or the Work arising from faulty or defective materials or construction of said improvements or the Work occurring within twelve (12) months after their acceptance by CITY.

SUBDIVIDER agrees to permit inspection of all improvements in the Subdivision by the City Engineer of CITY for such period, and to reimburse CITY for the cost of such inspections.

b. If, within the warranty period, the Work or improvement or any part of the Work done, furnished, installed, or constructed fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications, SUBDIVIDER shall, without delay or cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Work. CITY may, at its sole option, perform such repair or replacement itself if SUBDIVIDER has failed to commence such repair within twenty (20) days after CITY has mailed written notice of default to SUBDIVIDER and to SUBDIVIDER'S Surety. In such event, SUBDIVIDER agrees to pay the cost of such repair and replacement by CITY and CITY may, at its option, recover such cost as a lien against the Subdivision should the cost exceed the inspection fee deposited pursuant to paragraph 4 of this Agreement.

Should CITY determine that the public safety requires repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work. SUBDIVIDER shall pay to CITY the cost of such repairs and CITY may at its option recover such cost as a lien against the Subdivision.

11. Indemnification. To the fullest extent allowed by law, SUBDIVIDER shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of SUBDIVIDER 's willful misconduct or negligent act or omission while engaged in the performance of obligations or

exercise of rights created by this Agreement, except those matters arising from CITY's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

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

12. Insurance. SUBDIVIDER agrees to continuously maintain, in full force and effect, at a minimum the following policies of insurance during the term of this Agreement.

COVERAGE	LIMITS OF LIABILITY
General Liability	$2,000,000 per occurrence $4,000,000 aggregate Personal Injury: $2,000,000 per occurrence $4,000,000 aggregate
Automobile Liability	$1,000,000 combined single limit
Workers' Compensation	Statutory

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

b. Additional Insureds. SUBDIVIDER shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation, for ongoing and completed operations. Such insurance shall specifically cover the contractual

liability of SUBDIVIDER. The additional insured coverage under the SUBDIVIDER's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

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

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

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

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

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

13. Irrevocability of Security. The improvement securities furnished pursuant to paragraph 5 shall be irrevocable, shall not be limited as to time (except as to the one-year guarantee and warranty period specified in paragraph 10) and shall provide that they may be released, in whole or part, only upon the written approval of the City Engineer of CITY.

14. Attorney's Fees; Venue; Governing Law. Any action by any party to this Agreement, or any action concerning a security furnished pursuant to paragraph 5, shall be brought in the appropriate court of competent jurisdiction within the County of Placer, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location. In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security therefor, the prevailing party in such action shall be awarded a reasonable attorney's fee, as may be

determined by the Court. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. Release of Faithful Performance Security. Release of faithful performance security shall be in compliance with and pursuant to the procedures set forth in Government Code Section 66499.7. Upon the completion of all secured Work by SUBDIVIDER and written acceptance of that completed Work by CITY, and the furnishing of the warranty security as required by paragraph 5(b), the City Engineer shall authorize the release of the remaining faithful performance security.

16. Release of Payment Security. Thirty-five (35) days after a notice of completion is recorded with respect to the Work, the City Engineer of CITY may authorize the release of the payment security, in the event that no claims have been filed against said security. In the event that claims or actions are filed against the security, the City Engineer may release so much of such security as is in excess of the total of the claims made against it, plus a reasonable amount of costs and attorney's fees.

17. Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement and any lien pursuant hereto shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Specific Plan for residential use, upon completion of construction and issuance by the City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot to a bona-fide good faith purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that: (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; (ii) the lot is included within the Maintenance CFD required

by Section 3.20 or other financing mechanism acceptable to the City, to the extent required hereby; and (iii) if and to the extent applicable to such lot, an affordable purchase or rental housing agreement has been recorded on the lot. Termination of this Agreement for any such residential lot as provided for in this section shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

18. Failure of Performance. In addition to any other remedies provided in this Agreement or by law, in the event SUBDIVIDER fails to perform one or more of the covenants or conditions of this Agreement, CITY shall have recourse to the security given to guarantee the performance of such acts. CITY may do, or cause to be done, those acts required of SUBDIVIDER, and shall have recourse against so much of the security as is necessary to discharge the responsibility of SUBDIVIDER. In the event CITY seeks recourse against a security, CITY shall also have recourse against SUBDIVIDER for any and all amounts necessary to complete the obligations of SUBDIVIDER in the event the security is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Section 66499.4 of the Government Code, incurred by CITY, in addition to the costs of the improvements, shall be a proper charge against the security and SUBDIVIDER.

19. Integration. This Agreement is an integrated agreement. It supersedes all prior negotiations, representations, or agreements, either written or oral.

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

21. Notices. Any notices sent to the parties relating to this Agreement shall be sent by first class mail, postage prepaid or delivered to the following addresses:

Marc Stout, City Engineer
City of Roseville
311 Vernon Street
Roseville, CA 95678

Ryan Hatheway
Taylor Morrison of California
81 Blue Ravine Rd. Suite 220
Folsom, CA 95630

Either party may amend its address by giving written notice to the other.

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

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

CITY OF ROSEVILLE, a municipal corporation,

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

Taylor Morrison of California,
a California Limited Liability Company

BY: _____
Print name: Area Buzzocco
Title: Vice President

and

BY: _____
Print name: Jay Paretek
Title: Vice President

(NOTARIZATION REQUIRED)

[L:\agreement\form agreements\subdivision agmt.docx; 6/29/2021]

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF California)SS
COUNTY OF Sacramento)

On January 26, 2022, before me, L. Hall, Notary Public, personally appeared Aren Bazzocco and Jay Pawlek, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

L. HALL
Notary Public - California
Sacramento County
Commission # 2249285
My Comm. Expires Aug 5, 2022

Signature L. Hall

My Commission Expires: August 5, 2022 *This area for official notarial seal*

Notary Name: L. Hall
Notary Registration Number: 2249285
Notary Phone: 916-355-8900
County of Principal Place of Business: Sacramento

APPROVED AS TO FORM:

BY:_____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUFFICIENCY:

BY: _____
MARC STOUT
City Engineer

COUNCIL COMMUNICATION

CC #: 1922
File #: 0214

Title: CalRecycle Grant and Payment Program Applications
Contact: Michelle White 916-774-5774 mjwhite@roseville.ca.us

Meeting Date: 2/16/2022
Item #: 6.8.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager, or his designee, to execute and submit grant and payment program applications and grant related documents to CalRecycle.

BACKGROUND

CalRecycle offers grants to local jurisdictions for the collection, management, or recycling of various wastes. Local jurisdictions are notified periodically of funding availability and grant application deadlines. The City of Roseville (City) is eligible for a variety of competitive and non-competitive grant and programs including, but not limited to: SB 1383 Local Assistance Grant Program, Beverage Container Recycling Grant, Food Waste Prevention and Rescue Grant, Household Hazardous Waste Grant, Used Oil Competitive Grant, Used Oil Payment Program, etc.

The City has received numerous grants from CalRecycle throughout the years and at times is given short response times to submit the required documentation including resolutions. The attached resolution gives the City the ability to submit time-sensitive grant applications and proposals to the granting agency.

Recently, CalRecycle released a non-competitive grant program to provide one-time funding to local jurisdictions to assist with the implementation of SB 1383 regulatory requirements. The funds can be used in any of the following SB 1383 areas: capacity planning, collection, edible food recovery, education and outreach enforcement and inspection, program evaluation/gap analysis, procurement requirements, and/or record keeping. This grant requires a resolution and Roseville is eligible for funds totaling $193,659.

FISCAL IMPACT

Roseville's potential grant amount is $193,659 from this one-time allocation from CalRecycle. Therefore, participation in the non-competitive grant program could have a positive fiscal impact

on the City's Waste Services Fund budget. However, this is only an initial estimate based on population and the actual value will be determined once the application is submitted.

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 Section 21065 and CEQA State Guidelines Section 15060(c)(3) and Section 15378. Adoption of the proposed resolution meets the above criteria and is not subject to CEQA. No additional environment review is required.

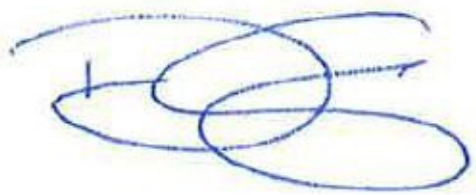
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world
Goal E - Deliver exceptional City services

Respectfully Submitted,

Michelle White, Environmental Utilities Compliance Administrator

Richard Plecker, Environmental Utilities Director



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-037

RESOLUTION NO. 22-037

AUTHORIZATION FOR CALRECYCLE GRANT FUNDING FOR WHICH THE CITY OF ROSEVILLE IS ELIGIBLE

WHEREAS, Public Resources Code sections 40000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various Grant Programs (grants) in furtherance of the State of California's (State) efforts to reduce, recycle and reuse solid waste generated in the State thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority Cal Recycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, some CalRecycle grants may allow regional grant projects; and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants; and

WHEREAS, if awarded, the applicant will enter into grant agreements with the CalRecycle for implementation of said grants; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Roseville authorizes the City Manager, or his designee, to submit grant applications on behalf of the City of Roseville to CalRecycle for all available grants offered by CalRecycle for which the City of Roseville is eligible and the City Manager may deem beneficial; and

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute in the name of the City of Roseville, all grant-related documents, including but not limited to, application, agreements, amendments and payment requests necessary to secure grant funds, implement the approved grant project, and accept the funding; and

BE IT FURTHER RESOLVED that these authorizations are effective from the date of adoption to June 30, 2027.

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:

ATTEST: _____ MAYOR

_____
City Clerk

COUNCIL COMMUNICATION

CC #: 1923
File #: 0800-02

Title:	Folsom Reservoir Raw Water Delivery Reliability Project - Memorandum of Agreement
Contact:	Sean Bigley 916-774-5513 sbigley@roseville.ca.us

Meeting Date: 2/16/2022
Item #: 6.9.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council authorize the City Manager to execute a Memorandum of Agreement regarding sharing of costs for the Folsom Reservoir Raw Water Delivery Reliability Project between the City of Roseville, City of Folsom, and the San Juan Water District.

BACKGROUND

Currently, the City of Roseville (Roseville), San Juan Water District (SJWD) and the City of Folsom (Folsom), through an existing 84-inch intake pipeline and associated pumping plant, take raw water from Folsom Lake near the main concrete dam at Folsom Reservoir. This intake also provides raw water to Folsom State Prison.

The existing raw water system has been operated without major interruption or outages since 1956. Since there is not a current backup system in place for raw water supply from Folsom Reservoir, the three water agencies, the Bureau of Reclamation (Reclamation), and the United States Army Corps of Engineers (USACE) completed a Project Alternatives Solutions Study (PASS) in 2006 to identify potential redundant systems that could bring raw water to the agencies if unplanned outages were to occur. The Folsom Pumping Plant and existing 84-inch raw water pipeline are auxiliary features of the Folsom Dam Project and are operated and maintained by Reclamation.

The PASS Team developed 14 alternatives and narrowed the list to four conceptual projects to further evaluate. Each of the four alternatives were further evaluated on cost, reliability, and benefit. One of the four alternatives, the River Pump Station, could be built downstream of Folsom Dam and not rely on a fixed water surface elevation in Folsom Reservoir for raw water deliveries and could be operated in any water year type. A second of the four alternatives, the South Side Pump Station with New Intake in New Auxiliary Spillway, could be built near the Auxiliary Spillway built by USACE. This facility would be built upstream of the Auxiliary Spillway and would be limited by the surface water elevation in Folsom Reservoir and could only be operated in certain water year types. In order to further develop the above technical analyses

performed by Reclamation's Pass Team in the mid-2000's and determine the next best course of action, the Cities of Roseville and Folsom, and the San Juan Water District wish to conduct a planning and feasibility study to identity the following:

- Working with each agency to determine the relative demands for sizing of a facility;
- Review of historic storage and hydrologic conditions to evaluate how often each facility under the different alternatives can be used;
- Identify pros and cons of each alternative, including operations and maintenance requirements if the facility is Reclamation owned and operated or agency owned and operated;
- Identify power supply options for each alternative;
- Identify the environmental requirements for each option (CEQA and/or NEPA);
- Develop a schedule for any environmental requirements for each option;
- Include drawings of the layout, alignment and probable construction costs for each alternative;
- Include probable engineering design and specification development costs for each alternative;
- Work with each agency and Reclamation to determine if the agencies need to include a new point of diversion in their contracts with Reclamation for the use of new diversion facilities;
- Identify any regulatory requirements and include a description of what the requirements might be for each alternative;
- Discussions with Reclamation and the agencies about operations and maintenance/ownership of the facility;
- Include an overall project schedule for each alternative that includes design, environmental and construction; and,
- Identify other potential alternatives to be further discussed.

On September 7, 2021, the City of Folsom issued a Request for Proposals for engineering consulting services for the Folsom Reservoir Raw Water Delivery Reliability Project with proposals due to the City of Folsom on November 5, 2021. The Cities of Folsom and Roseville, San Juan Water District, and the Reclamation staff (Technical Committee), evaluated the sole consultant submittal based on relevant project experience, the consultant's understanding of the background and requirements of the project, qualifications and experience of the consultant's design team, previous work with public water agencies and Reclamation, and proposal costs. Stantec Consulting Services, Inc. was the only company to submit a proposal. Five other consulting firms contacted the City of Folsom and indicated that they would not be submitting a proposal due to current workload or not having specific experience in one of the areas outlined above. Stantec's proposal meets all of the necessary qualifications and experience requested by the three agencies and the three agencies agree the proposal is responsive. Stantec Consulting Services, Inc. also has several projects and studies they have completed with the Bureau of Reclamation and the three agencies. Staff recommends the City Council authorize the City Manager to sign a Memorandum of Agreement regarding sharing of costs for the Folsom Reservoir Raw Water Delivery Reliability Project between the City of Roseville, City of Folsom, and the San Juan Water District.

FISCAL IMPACT

The total cost for this project will not exceed $269,710, with the City of Roseville sharing one-third of the cost at $89,903.33. Roseville's share will be paid from the existing budget within the Water Utility Administration Budget funded from the Water Operations Fund, which is funded from water

utility sales.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to feasibility and planning studies for possible future actions which the agency has not approved or funded (CEQA Guidelines §15262). Because the Folsom Reservoir Raw Water Delivery Reliability Project only authorizes feasibility and planning studies it is statutorily exempt from CEQA review. Following completion of these studies the City and/or participating entities will refine the project proposal and conduct CEQA review prior to project approval.

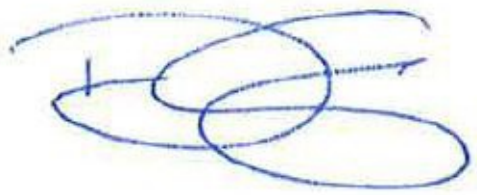
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Sean Bigley, Assistant Environmental Utilities Director

Richard Plecker, Environmental Utilities Director



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-038

Memorandum of Agreement document

RESOLUTION NO. 22-038

APPROVING A MEMORANDUM OF AGREEMENT, BY AND AMONG THE SAN JUAN WATER DISTRICT, CITY OF ROSEVILLE AND CITY OF FOLSOM, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Memorandum of Agreement regarding sharing of costs for the Folsom Reservoir Raw Water Delivery Reliability project, by and among the San Juan Water District, City of Roseville and City of Folsom, has been reviewed by the City Council;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said memorandum of 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 _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

MEMORANDUM OF AGREEMENT REGARDING SHARING OF COSTS FOR THE FOLSOM RESERVOIR RAW WATER DELIVERY RELIABILITY PROJECT

THIS MEMORANDUM OF AGREEMENT ("MOA") is entered into, effective _____, 2022 by and among San Juan Water District ("SJWD"), the City of Roseville ("Roseville"), the City of Folsom ("Folsom").

RECITALS

WHEREAS, the above-named agencies (hereinafter referred to collectively as the "parties," or each individually as a "party") have been working together to identify potential raw water supply reliability alternatives;

WHEREAS, the objective of the Folsom Reservoir Raw Water Supply Reliability planning and feasibility study is to valuate potential raw water supply alternatives to the parties from the United States Department of Interior, Bureau of Reclamation (hereinafter "Bureau");

WHEREAS, the parties believe it in their best interest, as well as the public's best interest, to enter into a contract with a Consultant(s) to develop a planning and feasibility study for the Folsom Reservoir Raw Water Delivery Reliability Project.

NOW THEREFORE, in consideration of the mutual obligations set forth herein, the parties agree as follows:

1. Technical Committee. The Parties hereby form a Technical Committee consisting of one representative of each of the Parties. A representative may, from time to time or permanently, designate an individual to act on the representative's behalf. A representative from the Bureau will also be included on the Technical Committee. Meetings of the Technical Committee may be attended by anyone authorized by any representative. The purpose of the

Technical Committee will be to review and comment on the attached scope of services (Exhibit A). The Technical Committee shall meet as necessary at locations agreed upon by the Technical Committee, including remote meeting platforms.

2. Decisions of the Technical Committee. The Parties expect and intend that decisions of the Technical Committee will be made by consensus. In the event of disagreement over any decision, the representatives will vote to resolve the disagreement, with each representative having one vote, and the vote of the majority of representatives will be the decision of the committee. Should such voting not result in a majority, then the voting will proceed on a weighted basis with each agency representative being assigned a number of votes equal to their costs sharing percentage as defined in number "4" below, and the vote of the majority of the total number of votes so assigned shall be the decision of the committee.

3. Coordination with Consultant. The City of Folsom will act as the lead agency in contracting with the Consultant to complete the Project.

4. Cost-Sharing. The City of Folsom will be responsible for administering the contract for the services of the Consultant. It is understood and agreed the Parties shall each pay a percentage of the total contract as follows:

City of Roseville – 33.33%

San Juan Water District – 33.33%

City of Folsom – 33.34%

Upon receipt of an invoice from Consultant, the City of Folsom will forward a copy of the invoice to the other Parties, who within forty-five (45) days of the date of said invoice shall remit their percentage share of said invoice, as shown above to the City of Folsom for payment to the Consultant. In the event one or more parties believes an invoice should not be paid n

whole or in part, the dispute shall be resolved by the Technical Committee as set forth herein. The Parties agree to exercise good faith and diligence in the resolution of any disputed invoice amounts; provided however, that notwithstanding any provision respective contained herein, the City of Folsom shall be reimbursed by each of the other Parties for their respective percentage share of any and all money ultimately paid to the Consultant by the City of Folsom.

5. Price Ceiling. In no case shall the total value of goods and services procured pursuant to this MOA exceed $269,710, except by Amendment to this MOA.

6. Cooperation and Further Documents. The Parties shall cooperate in executing any further documents that are reasonably necessary to implement this MOA's terms.

8. Term of MOA. This MOA shall be effective as of the date first written above and shall remain in full force until all services and contracts covered by this MOA have been completed and performed, and all payments required under this MOA have been made.

9. Notices. Any invoice, payment, notice or written communication where required or permitted by this MOA will be provided by U.S. Mail, or by electronic mail transmission, with confirmation of receipt, as follows:

SAN JUAN WATER DISTRICT

Paul Helliker
General Manager
9935 Auburn Folsom Road
Granite Bay, CA 95746
phelliker@sjwd.org

CITY OF ROSEVILLE

Richard Plecker
Environmental Utilities Director
2005 Hilltop Circle
Roseville, CA 95747
rplecker@roseville.ca.us

CITY OF FOLSOM

Marcus Yasutake
Environmental and Water Resources Director
50 Natoma Street
Folsom, CA 95630
myasutake@folsom.ca.us

10. Amendments. Any amendments to this MOA must be in writing and executed by all parties.

11. Counterparts. This MOA may be executed by the parties in separate counterparts; each of which when so executed and delivered to Folsom shall constitute an original. All such counterparts shall together constitute one and the same instrument.

12. General Provisions. There is no agency relationship between the parties. Furthermore, notwithstanding anything contained herein, the employees of each party shall continue to be entirely and exclusively under the direction, supervision and control of the employing party.

Any internal, in-house or administrative costs or expenses incurred by any party related to such party's obligations under this MOA shall be the sole responsibility of such party incurring said costs and expenses.

This instrument and any attachments hereto constitute the entire agreement among the parties concerning the subject matter hereof.

WHEREFORE, the parties execute this Memorandum of Agreement effective the first date written above.

IN WITNESS WHEREOF, the City of Folsom, a municipal corporation, has authorized the execution of this Agreement in duplicate b its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the City Council of the City of Folsom on the 11th day of January 2022, and SJWD and Roseville has caused this Agreement to be executed.

SAN JUAN WATER DISTRICT, a Community Services District

_____	_____
Date	Paul Helliker, General Manager
ATTEST:	ORIGINAL APPROVED AS TO FORM:
_____	_____
Teri Grant, Board Secretary Date	, District Attorney Date

CITY OF ROSEVILLE, a Municipal Corporation

_____	_____
Date	Dominick Casey, City Manager
ATTEST:	FUNDING AVAILABLE:
_____	_____
Sonia Orozco, City Clerk Date	Dennis Kauffman, CFO Date
ORIGINAL APPROVED AS TO CONTENT:	ORIGINAL APPROVED AS TO FORM:
	_____
_____1/20/22_____	Michelle Sheidenberger, City Attorney Date
Richard Plecker, Date	
Environmental Utilities Director	

CITY OF FOLSOM, A Municipal Corporation:

_____	_____
Date	Elaine Andersen, City Manager
ATTEST:	FUNDING AVAILABLE:
_____	_____
Christa Freemantle, City Clerk Date	Stacey Tamagni, Finance Director Date
ORIGINAL APPROVED AS TO CONTENT:	ORIGINAL APPROVED AS TO FORM:
_____	_____
Marcus Yasutake, Date Environmental & Water Resources Director	Steven Wang, City Attorney Date

COUNCIL COMMUNICATION

CC #: 1928
File #: 0307

Title:	Regional Emergency Preparedness Program - Regional Water Authority Program Agreement
Contact:	Sean Bigley 916-774-5513 sbigley@roseville.ca.us

Meeting Date: 2/16/2022
Item #: 6.10.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council authorize the City Manager to execute a Regional Water Authority Program (RWA) Agreement regarding subscription program development and sharing of costs for a regional water emergency preparedness planning and coordination effort facilitated by the RWA, of which the City of Roseville is a member.

BACKGROUND

The City of Roseville is interested in working with the Regional Water Authority (RWA) and 12 RWA member agencies through an RWA Subscription Program to examine potential regional water reliability threats and develop emergency planning around these potential future regional water reliability threats.

Activities in the proposed RWA Subscription Program will include:

- Collaborating with participating water providers to develop an emergency plan that accounts for potential water reliability risks and responses on a regional scale.
- To provide a forum to share information in a transparent and meaningful way in order to plan and prepare for water reliability emergencies.
- To conduct a seminar with RWA Subscription Program members to identify current water provider capabilities, risks, limitations, and individual agency response command.
- Based on learning from the seminar, provide recommendations for the region that look to integrate and coordinate member capabilities, alleviate risks and limitations, and create a unified incident response command.
- Develop a regional-scale water emergency response plan to fully coordinate regional resources.
- To develop and participate in tabletop exercise(s), the frequency to be determined by RWA Subscription Program members, to ensure coordinated response to water reliability emergency scenarios.
- To provide support for grant applications and other funding requests that provide for advancement of regional water reliability emergency planning activities.
- To identify needed mutual aid agreements among RWA Subscription Program members

and provide a forum for executing those agreements.

Staff believes that participating in this proposed RWA subscription program will add further value to Roseville's water emergency preparedness planning efforts and build a stronger coordinated regional planning approach to potential threats to the region's water supply reliability.

Therefore, staff recommends that City Council authorize the City Manager to execute a Regional Water Authority Program (RWA) Agreement regarding subscription program development and sharing of costs for a regional water emergency preparedness planning and coordination effort facilitated by the RWA.

FISCAL IMPACT

The total cost for this RWA Subscription Program is estimated not to exceed $75,000, shared among 12 RWA member agencies. Roseville's share of $6,250 will be paid from the existing budget within the Hydrogeology and Engineering Section budget funded from the Water Operations Fund which receives revenue from water utility sales.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to feasibility and planning studies for possible future actions which the agency has not approved or funded (CEQA Guidelines §15262). Because the Regional Water Emergency Preparedness Program Agreement with the Regional Water Authority only authorizes feasibility and planning studies, it is statutorily exempt from CEQA review. Following completion of these studies the City and/or participating entities will refine the project proposal and conduct CEQA review prior to project approval.

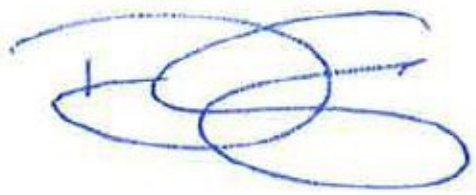
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Sean Bigley, Assistant Environmental Utilities Director

Richard Plecker, Environmental Utilities Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-043

RWA Program Agreement

RESOLUTION NO. 22-043

APPROVING A REGIONAL WATER AUTHORITY PROGRAM AGREEMENT, BY AND BETWEEN THE REGIONAL WATER AUTHORITY AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Regional Water Authority Program Agreement for Regional Emergency Preparedness Program, by and between the Regional Water Authority 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 Regional Water Authority Program 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

REGIONAL WATER AUTHORITY
PROGRAM AGREEMENT

REGIONAL EMERGENCY PREPAREDNESS PROGRAM

This Agreement is made and entered into as of the 13th day of January, 2022, by and between the Regional Water Authority ("RWA"), a joint exercise of powers authority formed under California Government Code section 6500, and following, and the Members and Contracting Entities of RWA listed in Exhibit 1 to this Agreement, upon their execution of this Agreement (who are collectively referred to in this Agreement as "Participants"), to provide for carrying out a project or program that is within the authorized purposes of RWA, and sharing in the cost and benefits by the Participants.

RECITALS

A. RWA is a joint powers authority, formed to serve and represent regional water supply interests and to assist its members in protecting and enhancing the reliability, availability, affordability and quality of water resources.

B. The joint powers agreement ("RWA JPA") pursuant to which RWA was formed and operates, and as was amended on October 8, 2013, authorizes RWA to enter into a "Project or Program Agreement," which is defined in the RWA JPA as an agreement between RWA and two or more of its Members or Contracting Entities to provide for carrying out a project or program that is within the authorized purposes of RWA and sharing in the cost and benefits by the parties to the Project or Program Agreement.

C. Article 21 of the RWA JPA states: "The Regional Authority's projects are intended to facilitate and coordinate the development, design, construction, rehabilitation, acquisition or financing of water-related facilities (including sharing in the cost of federal, State or local projects) on behalf of Members and/or Contracting Entities. The Regional Authority may undertake the development, design, construction, rehabilitation, acquisition or funding of all or any portion of such projects on behalf of Members and/or Contracting Entities in the manner and to the extent authorized by such Members and/or Contracting Entities as provided in this Agreement, but shall not accomplish these functions, nor acquire or own water-related facilities in its own name."

D. Article 22 of the RWA JPA states: "Prior to undertaking a project or program, the Members and/or Contracting Entities who elect to participate in a project or program shall enter into a Project or Program Agreement. Thereafter, all assets, benefits and obligations attributable to the project shall be assets, benefits and obligations of those Members and/or Contracting Entities that have entered into the Project or Program Agreement. Any debts, liabilities, obligations or indebtedness incurred by the Regional Authority in regard to a particular project or program, including startup costs advanced by the Regional Authority, shall be obligations of the participating Members and/or Contracting Entities, and shall not be the debts, liabilities, obligations and indebtedness of those Members and/or Contracting Entities who have not executed the Project or Program Agreement."

E. RWA and the Participants desire to carry out a program as more fully described below and share in the costs and benefits of the program, as a Project or Program Agreement as provided for in Articles 21 and 22 of the RWA JPA.

In consideration of the promises, terms, conditions and covenants contained herein, the parties to this Agreement hereby agree as follows:

1. Recitals Incorporated. The foregoing recitals are hereby incorporated by reference.

2. Defined Terms. Terms defined in the RWA JPA will have the same meaning in this Agreement.

3. Description of the Program. The RWA and the Participants desire to create and carry out a Regional Emergency Preparedness Program ("Program"). The Program will help support member agency efforts to improve regional emergency preparedness in the greater Sacramento region and will include, but is not limited to, the tasks listed below:

- To collaborate with participating water providers to develop an emergency plan that accounts for potential risks and responses on a regional scale.
- To provide a forum to share information in a transparent and meaningful way in order to plan and prepare for emergencies.
- To conduct a seminar with Program members to identify current water provider capabilities, risks, limitations, and individual agency response command.
- Based on learning from the seminar, provide recommendations for the region that look to integrate and coordinate member capabilities, alleviate risks and limitations, and create a unified incident response command.
- Develop a regional-scale emergency response plan to fully coordinate regional resources.
- To develop and participate in tabletop exercise(s), the frequency to be determined by Program members, to ensure coordinated response to emergency scenarios.
- To provide support for grant applications and other funding requests that provide for advancement of regional emergency planning activities.
- To identify needed mutual aid agreements among Program members and provide a forum for executing those agreements.

4. Program Committee. The Participants hereby form a Program Committee consisting of one representative (and alternates) designated by each Participant. The Program Committee will meet as necessary from time to time to administer and implement this Agreement on behalf of the Participants. The Program Committee will appoint a Chair and Vice-Chair from among its members. A majority of the total members of the Program Committee will constitute a quorum. Each member of the Program Committee will have one vote, either by its representative or an alternate. To proceed with a vote to take action, a quorum must be present at a meeting, with a majority of the number present required for an affirmative vote. In no event shall the composition of the Program Committee be such that the membership of the Program Committee constitutes a

quorum of any RWA legislative body.

5. Program Staffing and Resources. RWA will utilize existing staff to implement the program, primarily the Manager of Strategic Affairs.

6. Work Products. Participants shall have full access to the work products of the Program, which will be provided upon execution of each member agency of a nondisclosure agreement.

7. Sharing in Program Costs and Benefits. The assessments for each Participant are further described and attached hereto as Exhibit 2 ("Financing Plan"). Each of the Participants shall pay the assessments set forth on Exhibit 2 at the time of entering the Program and pay such other assessments as are adopted by the Program Committee. In accordance with the provisions of Articles 21 and 22 of the RWA JPA, any debts, liabilities, obligations or indebtedness incurred by RWA in regard to the Program will be the obligations of the Participants, and will not be the debts, liabilities, obligations and indebtedness of those Members and/or Contracting Entities who have not executed this Agreement. The total cost for the Program is estimated not to exceed $75,000. The first phase of the program is estimated to cost $30,000 to pay for consulting services. The program committee will determine if additional services are needed and will potentially authorize the second phase for $45,000. Future costs and allocations will be determined through a Work Plan approved by the Program Committee.

8. Role of RWA. The RWA will (a) ensure that the interests of Members and Contracting Entities of RWA who do not participate in this Program are not adversely affected in performing this Agreement, (b) provide information to the Participants on the status of implementation of the Program, (c) assist the Program Committee in carrying out its activities under this Agreement, (d) secure consultant support services through a competitive selection process as identified in RWA Policy 300.2, where applicable; and (e) manage consultant support services in completion of the Program.

9. Authorization to Proceed with the Program. The Regional Emergency Preparedness Program is authorized to proceed upon the commitment of $30,000 to fund initial costs, including the seminar and recommendations. Upon execution of this Agreement, the Participants agree to fund their portion of the Program costs in an amount and manner as described in Exhibit 3 ("Financing Plan") to this Agreement.

10. Term. This Agreement will remain in effect for so long as any obligations under this Agreement and/or obligations from other sources of funding secured remain outstanding.

11. Withdrawal. A Participant may withdraw from this Agreement without requiring termination of this Agreement, effective upon ninety days' notice to RWA and the other Participants, provided that, the withdrawing Participant will remain responsible for any indebtedness incurred by the Program and allocated to the Participant under this Agreement prior to the effective date of withdrawal. If any surplus funds remain after the withdrawing Participant has met all of its financial obligations under this Agreement, then such funds will be returned to

the withdrawing Participant in proportion to the total contribution made by each Participant.

12. Amendments. This Agreement maybe amended from time to time with the approval of all current Participants and RWA.

13. Privileges and Immunities. All of the privileges and immunities from liability; exemptions from laws, ordinances and rules; and all pension, relief, disability, worker's compensation and other benefits that apply to the activity of officers, agents or employees of RWA or the Participants when performing their respective functions for those agencies will, to the extent permitted by law, apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement. It is further understood and agreed by RWA and the Participants that, notwithstanding anything contained herein, the employees of RWA and of each Participant shall continue to be entirely and exclusively under the direction, supervision and control of the employing party.

14. No Third-Party Beneficiary. RWA and the Participants understand and agree that this Agreement creates rights and obligations solely between RWA and the Participants and is not intended to benefit any other party. No provision of this Agreement shall in any way inure to the benefit of any third person so as to constitute any such third person as a third-party beneficiary of this Agreement or any of its items of conditions, or otherwise give rise to any cause of action in any person not a party hereto.

15. Liabilities. With respect to this Agreement, RWA and the Participants expressly agree that the debts, liabilities and obligations of RWA and of each Participant shall remain the debts, liabilities and obligations of that party alone and shall not be the debts, liabilities and obligations of any other party to this Agreement, except as may be otherwise set forth herein or in an amendment to this Agreement.

16. Audits and Accounting. All funds provided under this Agreement shall be separately accounted for and maintained, with books and records of such funding open to inspection by the Participants. Funding under this Agreement shall be subject to and consistent with the audit and accounting procedures set forth in Articles 27 and 28 of the RWA JPA.

17. General Provisions. Any notice to be given under this Agreement shall be made by: (a) depositing in any United States Post Office, postage prepaid, and shall be deemed received at the expiration of 72 hours after its deposit; (b) transmission by facsimile copy; (c) transmission by electronic mail; or (d) personal delivery. This Agreement shall be governed by the laws of the State of California. The contact information for each Participant with respect to this section of the Agreement is set forth in Exhibit 3 ("Notice Information"). This Agreement may be executed by the parties in counterpart and by facsimile or PDF signatures, each of which when executed and delivered shall be an original and all of which together will constitute one and the same document.

18. Signatories' Authority. The signatories to this Agreement represent that they have authority to execute this Agreement and to bind the Participant on whose behalf they execute it.

The foregoing Regional Emergency Preparedness Program Agreement is hereby agreed to by RWA and the Participants.

Dated: January 11, 2022

James Peifer
Executive Director
Regional Water Authority

January 13, 2022

Sean Bigley
Chair, Board of Directors
Regional Water Authority

Dated:

Paul T. Schubert

Paul Schubert
General Manager
Golden State Water Company

Dated:

Bruce Kamilos
General Manager
Elk Grove Water District

Dated:

_____
City Manager
City of Roseville

Dated:

_____
City Attorney
City of Roseville
Approved as to Form

Dated:

_____
Environmental Utilities Director
City of Roseville
Approved as to Substance

Dated:

_____
City Clerk
City of Roseville

List of Agreement Exhibits

Exhibit 1 – Program Participants
Exhibit 2 – Financing Plan
Exhibit 3 – Notice Information

EXHIBIT 1

PROGRAM PARTICIPANTS

REGIONAL WATER AUTHORITY

REGIONAL EMERGENCY PREPAREDNESS PROGRAM

Agency (Proposed)

City of Folsom
City of Roseville
City of Sacramento
City of West Sacramento
Citrus Heights Water District
Golden State Water Company
Elk Grove Water District
Orange Vale Water Company
Rancho Murietta Community Services District
Placer County Water Agency
Sacramento County Water Agency
Sacramento Suburban Water District

EXHIBIT 2

FINANCING PLAN

REGIONAL WATER AUTHORITY

REGIONAL EMERGENCY PREPAREDNESS PROGRAM

The fee for each Participant is shown in the table below. A Participant's fee will not be increased without the approval of that Participant.

Proposed Fee Table

Agency	**Not-to-Exceed Fee**
City of Folsom	$6,250
City of Roseville	$6,250
City of Sacramento	$6,250
City of West Sacramento	$6,250
Citrus Heights Water District	$6,250
Golden State Water Company	$6,250
Elk Grove Water District	$6,250
Orange Vale Water Company	$6, 250
Rancho Murietta Community Services District	$6,250
Placer County Water Agency	$6,250
Sacramento County Water Agency	$6,250
Sacramento Suburban Water District	$6,250
Total	**$75,000**

EXHIBIT 3

NOTICE INFORMATION

REGIONAL WATER AUTHORITY

REGIONAL EMERGENCY PREPAREDNESS PROGRAM

City of Folsom
Attn: Marcus Yasutake
50 Natoma Street
Folsom, CA 95630
Phone: (916) 461-6161
Email: myasutake@folsom.ca.us

City of Roseville
Attn: Sean Bigley
2005 Hilltop Circle
Roseville, CA 95747
Phone: (916) 774-5513
Email: sbigley@roseville.ca.us

City of Sacramento
Attn: Michelle Carrey
1395 35th Avenue
Sacramento, CA 95822
Phone: (916) 808-1725
Email: mcarrey@cityofsacramento.org

City of West Sacramento
Attn: William Roberts
1951 South River Road
West Sacramento, CA 95691
Phone: (916) 617-4850
Email: williamr@cityofwestsacramento.org

Citrus Heights Water District
Attn: Hilary Straus
P.O. Box 286
Citrus Heights, CA 95611
Phone: (916) 735-7715
Email: hstraus@chwd.org

Golden State Water Company
Attn: Paul Schubert
3005 Gold Canal Drive
Rancho Cordova, CA, 95670
Phone: (916) 853-3636
Email: PSCHUBERT@gswater.com

Elk Grove Water District
Attn: Bruce Kamilos
9257 Elk Grove Boulevard
Elk Grove, CA 95624
Phone: (916) 585-9385
Email: bkamilos@egwd.org

Orange Vale Water Company
Attn: Joe Duran
9031 Central Avenue
Orangevale, CA 95662
Phone: (916) 337-9098
Email: jduran@orangevalewater.com

Rancho Murieta Community Services District
Attn: Tom Hennig
15160 Jackson Road
Rancho Murieta, CA 95683
Phone: (916) 354-3700
Email: thennig@rmcsd.com

Placer County Water Agency
Attn: Andy Fecko
144 Ferguson Road
Auburn, CA 95603
Phone: (530) 823-4965
Email: afecko@pcwa.net

Sacramento County Water Agency
Attn: Kerry Schmitz
827 7th Street, Room 301
Sacramento, CA 95814
Phone: (916) 874-4681
Fax: (916) 874-8693
Email: schmitzk@SacCounty.NET

Sacramento Suburban Water District
Attn: Dan York
3701 Marconi #100
Sacramento, CA 95821
Phone: (916) 679-3973
Fax: (916) 972-7639
Email: dyork@sswd.org

Regional Water Authority
Attn: James Peifer
5620 Birdcage Street, Suite 180
Citrus Heights, CA 95610
Phone: (916) 967-7692
Email: jpeifer@rwah2o.org

COUNCIL COMMUNICATION

CC #: 1930
File #: 0721

Title:	Fiscal Year 2021-22 Transportation Development Act - Bicycle and Pedestrian Fund Claim
Contact:	Cameron Schreiter 916-746-1302 ctschreiter@roseville.ca.us

Meeting Date: 2/16/2022
Item #: 6.11.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council adopt a resolution to approve the Transportation Development Act (TDA) Bicycle and Pedestrian claim for FY2021-22, in the amount of $159,040, and authorize the City Manager or his designee to execute the claim on behalf of the City.

BACKGROUND

Per TDA Guidelines, Placer County Transportation Planning Agency (PCTPA) allocates 2% of the annual Local Transportation Fund apportionment for bicycle and pedestrian facilities. Of that 2%, 75% is allocated to local agencies on a formula basis, while 25% is put into a discretionary fund. For the FY2016-2020 funding cycle, $626,862 was available in the Bicycle & Pedestrian discretionary fund. PCTPA recently did a Call for Projects, and Phase 2 of the Maidu Park Trail Rehabilitation Project was approved for $159,040 in funding. This proposed claim accepts that award.

Maidu Park Trail Rehabilitation Phase 2 consists of the removal and reconstruction of approximately 4,600 linear feet of trail along McLaren Drive, from Rocky Ridge Drive to Thistle Down Drive. This work was awarded as part of the annual On-Call Roadway and Trail Maintenance Services agreement with Pavement Coatings Co., approved at the City Council meeting held on July 21, 2021. Most of the trail reconstruction was completed in November 2021, with some minor work remaining to be completed.

FISCAL IMPACT

A budget adjustment was approved for this project in October of 2021 which anticipated the use of LTF Bicycle and Pedestrian Funds awarded by PCTPA. The proposed claim is required to receive these funds.

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

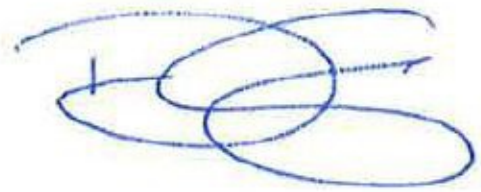
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world
Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Cameron Schreiter, Transportation Grants Analyst

Jason Shykowski, Public Works Director



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-045

TDA Bicycle Pedestrian Claim Forms

RESOLUTION NO. 22-045

APPROVING AND AUTHORIZING EXECUTION OF THE 2021/22 TRANSPORTATION DEVELOPMENT ACT, BICYCLE AND PEDESTRIAN FUND CLAIM TO THE PLACER COUNTY TRANSPORTATION PLANNING AGENCY

WHEREAS, the California Public Utilities Code, commencing with Section 99200, and Title 21 of the California Code of Regulations, commencing with Section 6600, authorize local transportation funding available through the Local Transportation Fund and State Transit Assistance Fund established by the Transportation Development Act; and

WHEREAS, the Placer County Transportation Planning Agency is responsible for reviewing and approving annual transportation claims, and for making allocations from the Local Transportation Fund and State Transit Assistance Funds;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Roseville hereby authorizes and directs the City Manager to execute the FY2021-22 Transportation Development Act, Bicycle and Pedestrian Fund Claim in the amount of $159,040 to the Placer County Transportation Planning Agency.

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 Street, 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 $159,040 be approved for Fiscal Year 2021/22 , 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: Roseville City Manager
DATE: _____

BICYCLE AND PEDESTRIAN PROJECT DESCRIPTION AND FINANCIAL PLAN

Briefly describe the project for which you are applying for Bicycle / Pedestrian Funds. Also, identify all funding sources related to the project. The total project cost and total funding source(s) listed below should balance for each project.

Include a location map for the project as appropriate.

Claimant: City of Roseville

Fiscal Year: FY 2021/22

Brief Project Description	Project Cost	Source of Funding & Amount
Repairs and resurfacing to the asphalt on multi-bike path at Maidu Park in Roseville.	$277,864.98	LTF Bicycle & Pedestrian Trust Fund FY 21/22 Apportionment - $159,040 Local Transportation Funds - $118,824.98

COUNCIL COMMUNICATION

CC #: 1912
File #: 0504-01

Title: 2022 Citywide Records Retention Schedule Update
Contact: Gretchen Hakala 916-774-5325 ghakala@roseville.ca.us

Meeting Date: 2/16/2022
Item #: 6.12.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution approving the 2022 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. The Citywide Records Retention Schedule is updated and maintained by the City Attorney's office to direct City staff in regards to the retention of both physical and electronic records. This year's updates are routine in nature.

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. There is no cost to the General Fund.

ENVIRONMENTAL REVIEW

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

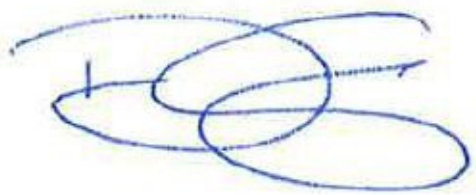
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

Respectfully Submitted,

Gretchen Hakala, Paralegal

Michelle Sheidenberger, City Attorney



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Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-031

2022 Records Retention Schedule (Redline)

RESOLUTION NO. 22-031

ADOPTING THE 2022 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 to supersede the 2021 Citywide Records Retention Schedule; and

WHEREAS, the City Council has reviewed the revised 2022 Citywide Records Retention Schedule.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the 2022 Citywide Records Retention Schedule is hereby adopted.

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

2022 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	3~~0~~ days , full recording; 30 days motion only		GC 34090.3	For uneventful, routine video recordings. Full recording is stored for 3 days; transitions to motion only retained for 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	
CITY ATTORNEY						
300	001	Boards and Commissions	5		GC 34090	
300	002	Bonds	10		GC 34090	City Clerk keeps C + 2
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	

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
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)	
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						

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
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	CU~~L~~ + 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	
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	

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
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	
400	023	Video Tape – City Council and Commission Meetings	3	3	GC 34090	
CITY MANAGER						
500	002	Environmental Review	C + 2	C + 2	GC 34090	
500	003	Fee Estimate Files	5	1	GC 34090	

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
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	
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	

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
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	
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

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
	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	
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	

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
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	
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	

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
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	
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	

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
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	
800	003	Compliance filings and reports	S + 10		GC 34090	
800	004	GHG Management Plan	10~~P~~		GC 34090	
800	005	NERC Reliability Standards Evidence	S		GC 34090	
800	006	Standard Operating Procedures	P10		GC 34090	
Electric / Construction						
800	007	~~Construction~~ General Order Inspections (G095/128)	P		GC 34090	Stored in Maximo

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
800	008	Construction Maintenance Inspection Reports (G0165)	P		GC 34090	Stored in Maximo
Electric / Dispatch						
800	009	Audio Recordings – ~~WAPA~~ Dispatch Phone and Radio	1 Corp Yard		GC 34090	Stored by IT
800	010	Daily Dispatch Reports	P		GC 34090	
800	011	Dispatch Service ~~Calls / Work Orders~~ Requests	P		GC 34090	Stored in Maximo
800	012	Outage Reports	P		GC 34090	
Electric / Engineering						
800	013	Data Logs	P		GC 34090	
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	

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
800	020	Equipment manuals and specifications	P		GC 34090	
800	021	Generation compliance records and communications	P		GC 34090	
800	021.1	Hazard Materials Records	P		GC 34090	
800	022	J Log	P		GC 34090	
800	022.1	Maintenance Work Orders	P		GC 34090	
800	023	MSDS sheets	P		GC 34090	
800	023.1	Project Files - Engineering	2		GC 34090	
800	023.2	SPCC/HMPB – Spill Prevention	P		GC 34090	
800	024	Video Access Log	90 days		GC 34090	
Electric / Metering						
800	025	Customer Requested Meter Test Data	P		GC 34090	Stored in Maximo
800	026	Historical Address Locations & Test Data	P		GC 34090	Stored in Access DB
800	027	Power Quality Recordings	P		GC 34090	Sent to engineering and stored in electric shared drive
800	028	Meter Test Results	P		GC 34090	Stored in Maximo
800	029	Tenant Improvement Plan Checks and Inspections	C Planning Dept.		GC 34090	Accela – storage of data handled by Development Services

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
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	Stored by Risk Management
800	032	Hazard Materials Records	P		GC 34090	Stored in Maxino and electric shared storage drive
800	033	Maintenance Work Orders	P		GC 34090	Stored in Maximo
~~800~~	~~034~~	~~Meter Tags~~	~~1~~		~~GC 34090~~	
800	035	MSDS Sheets	P		GC 34090	Stored in REU warehouse and/or ops admin building – electronic MSDS files as well
800	036	SPCC/HMPB – Spill Prevention	P		GC 34090	Stored in REU Warehouse and/or ops admin building
800	037	Tree Maintenance Inspections	P		GC 34090	Stored in ops admin building
800	038	Vehicle Inspection Forms	90 days		GC 34090	Stored in ops admin building

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
Electric / Power Supply						
800	039	AB32 Invoices	P		GC 34090	
800	040	AB32 Emission Instrument Transaction Confirmations	P		GC 34090	
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 and Natural Gas 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	

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
800	051	SQL Server Data Warehouse	P		GC 34090	
Electric / Finance						
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: - pPaper aApplications - electronic files	 5 P		GC 34090	
800	060	Grant Programs – Commercial Rebate documents for auditing purposes: - paper applications - electronic files	 5 P		GC 34090	

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
800	061	PBI solar rebates: - ~~-~~paper applications - electronic files	15 P		GC 34090	
800	062	Public Benefits rebates: - ~~-~~paper applications (non-solar) - electronic files	5 P		GC 34090	
800	063	Shade Tree rebates:~~-~~ - paper applications - electronic files	6 P		GC 34090	
Electric / Substation						
800	064	HMPB/SPCC for each substation with more than 1320 gallons of oil	P		GC 34090	Stored at each substation facility
800	065	MSDS & Hazard Information sign	P		GC 34090	Located at each substation facility
800	066	SF6 Gas for each substation	P		GC 34090	Stores in ops admin building and/or substation facility
800	067	Substation Entry Log Books	10		GC 34090	Stored in ops admin building and/or substation facility

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
800	068	Substation Maintenance Records	P		GC 34090	Stored in Maximo – Legacy stored on electric shared drive
Utility Billing						
800	0697	Bad Debt Accounts – electronic information	5	5	GC 34090	
800	069.16	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	
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)	

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
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 information	3		GC 34090	
800	084	Returned Checks information	3		GC 34090	
800	085	Vouchers – Project GO / HEAP / Salvation Army	3		GC 34090	
Electric/Energy Systems						
800	086	Department File Shares (electronic record)	P		GC 34090	
800	087	Security camera records (Hilltop and REP)	90 days		GC 34090	
ENVIRONMENTAL UTILITIES						
900	001	Landfill / Solid Waste (including MRF)	10	10	GC 34090	
900	002	Water Service	5	5	GC 34090	

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
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	
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	
900	012.5	CIP Final Document Project Files	P	P	GC 34090	

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
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	004	Quarterly Reports	5		GC 34090	
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	

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
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	
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	P		GC 34090	

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
1000	027	Bonds – Long Term Debt	C + 30		GC34090(e); CCP 337.5; GC 53921	
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	
1000	032	Audited Financial Statements	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	CU + 5		GC 34090	
1000	036	Grant Files	C + 3		GC 34090	
1000	037	Fund Transfers	CU + 5		GC 34090	
1000	038	Journal Entries	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	

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
1000	043	So. Placer County Tourism – Quarterly Assessment Collection	5		GC 34090	
1000	044	Transient Occupancy Tax Collection	5		GC 34090	
Payroll					GC 34090	
1000	045	Payroll Adjustment listing	7		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 and EFT Registers	5		GC 34090	
1000	052	Payroll pay, deductions and contribution detail	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						

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
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	
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	
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	
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	

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
1100	007.1	First Responder Fee	2		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	
1200	Consumer Price Index	2	2	GC 34090		
1200	005	EDD Notices	4		GC 34090	

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
1200	006	Employee Medical Files	P		GC 34090	
1200	007	Employee Personnel Files	P	C + 42	GC 34090 GC 12946 (SB 807)	Where litigation has been filed, such records must be maintained until the applicable statute of limitations has run, or until the conclusion of the litigation, whichever occurs first.
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 + 43	2	GC 34090 GC 12946 (SB 807)	Where litigation has been filed, such records must be maintained until the applicable statute of limitations has run, or until the conclusion of the litigation, whichever occurs first.
1200	014	Unemployment Records	T + 3		GC 34090	

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
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	
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	001.1	Call Accounting (individual logs)	550 days		GC 34090	
1300	001.2	Call Center (group)	550 days		GC 34090	
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	

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
~~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	
1300	009	Programming Source Code	C + 2		GC 34090	
1300	010	Service Requests / Response records	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	1		GC 34090	

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
1300	015	Telephone / Voicemail Log	9045 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	
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	

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
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	
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	

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
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	000	Abandoned Vehicles	2		GC 34090	
1500	001	Accident Review Board Investigations - Preventable collisions • Resulting in discipline - Non-preventable collisions	 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	
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	

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
1500	007.1	Audits	5		GC 34090	Quarterly and Annual audits of property with PD property.
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	009.1	Body Worn Camera Footage Body Worn Camera Footage access and deletion records	2 P		PC 832.18	Recordings containing evidence that may be relevant to criminal prosecution or other litigation should be retained for any additional period as required by law.
1500	010	Camp Cleanups	2		GC 34090	
1500	012	Citations	5		GC 34090	

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
1500	013	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	 5 2 5 2		GC 34090	
1500	014	Court Transmittals	2		GC 34090	
1500	015	DA Rosters	2		GC 34090	
1500	016	- Death Investigation Reports	10		GC 34090	
1500	017	Dispatch / Telephone / 911 calls printout	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	

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
1500	022	Juvenile Disposition Forms/ Sealings	5		GC 34090	
1500	022.1	License Plate Reader Data	60 days		CVC 2413(b)	Auto purge set within the LPR system to match this
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	
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	In general, the police facility falls into the IT security footage. Items booked into PD Case Management are treated as evidence and purged accordingly.

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
1500	032	Police Surveillance Videos not moved into Case Management	3~~0~~ days , full recording; 30 days motion only		GC 34090.3	For uneventful, routine video recordings. Full recording is stored for 3 days; transitions to motion only retained for 30 days.
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	
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	

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
1500	040	• Swap Meet Seller forms	3		GC 34090	
1500	040.1	Sex an Arson Registrant Documentation	P		GC 34090 GC 68152(c)(2)	Department of Justice guidelines require permanent retention of the paperwork associated with the registration.
1500	041	Use of Force ~~reviews~~ - Resulting in discipline NOT resulting in discipline	15~~5~~ 15~~2~~		~~GC 34090~~ SB 16	Every incident involving use of force, sustained findings of unlawful arrests and unlawful searches, and incidents where a peace officer of custodial officer engaged in conduct involving prejudice or discrimination on the basis of specified protected classes to be subject to disclosure, require indefinite retention of all complaints and related reports or findings currently in the possession of a department or agency

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
1500	042	Vehicle Pursuit Reviews - Resulting in discipline NOT resulting in discipline	 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	
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	

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
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	
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						

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
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	
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~~	

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
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	
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	

DEPARTMENT/ DIVISION	CODE	RECORDS	ORIGINAL RETENTION	DUPLICATE RETENTION	CITATION	REMARKS
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	
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 #: 1913
File #: 0800-04

Title:	Custodial Services - Professional Services Agreement Amendments
Contact:	Darci Carpenter 916-774-5702 drcarpenter@roseville.ca.us

Meeting Date: 2/16/2022
Item #: 6.13.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt two amendments and authorize the City Manager to execute them:

1. The Fifth Amendment between the City and EMMS, Inc dba Elite Maintenance Management Systems is to approve the optional renewal clause in their contract and increase their contract authority for custodial services.

2. The Fourth Amendment between the City and Universal Building Services and Supply Co. is to approve the optional renewal clause in their contract and increase their contract authority for custodial services.

BACKGROUND

On February 7, 2018, Council adopted resolutions to authorize the City Manager to sign two professional services agreement Amendments. One was with EMMS, Inc dba Elite Maintenance Management Systems and the other was with Universal Building Services and Supply Co.. These contracts provide Citywide custodial and floor care services in accordance with RFP 01-018.

The Fifth Amendment with EMMS, Inc. is to approve the optional renewal clause in their contract and increase the contract value by $251,035.92 to a total not-to-exceed amount of $1,065,643.51.

The Fourth Amendment between the City and Universal Building Services and Supply Co. is to approve the optional renewal clause in their contract and increase the contract value by $497,029.05 to a total not-to-exceed amount of $1,918,762.05.

Both of these contracts are in their final year of optional renewals.

FISCAL IMPACT

The total annual value of the amendment with EMMS is $251,035.92, and the total annual value of the amendment with UBS is $497,029.05. The not-to-exceed authority for both contract amendments is funded in the Public Works Facility Services Fund budget for FY2021-22.

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)).

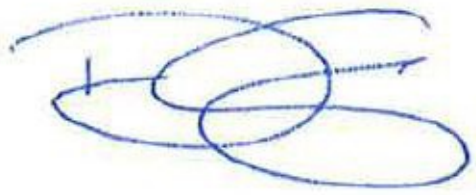
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world
Goal C - Maintain a safe and healthy community
Goal E - Deliver exceptional city services

Respectfully Submitted,

Darci Carpenter, Adminstrative Technician

Jason Shykowski, Public Works Director



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-032

EMMS Amendment 5

Resolution 22-033

UBS Amendment 4

RESOLUTION NO. 22-032

APPROVING A FIFTH 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

WHEREAS, a fifth amendment to professional services agreement for custodial services, by and between the City of Roseville and EMMS, Inc. dba Elite Maintenance Management Systems, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

FIFTH AMENDMENT TO

PROFESSIONAL SERVICES AGREEMENT

Project: Custodial Services

THIS FIFTH AMENDMENT TO AGREEMENT is made and entered into this ___ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and EMMS, Inc. dba Elite Maintenance Management Systems, a California corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Professional Services Agreement dated February 7, 2018, amended January 25, 2019, amended January 6, 2020, amended December 2, 2020, and amended February 4, 2021 ("Agreement") regarding custodial services ("Project"); and

WHEREAS, CITY desires to exercise its option to extend the Agreement for one (1) additional term; and

WHEREAS, CONSULTANT is willing and able to provide such additional services.

NOW, THEREFORE, the parties agree as follows:

1. Paragraph 1 of the Agreement is amended by adding an additional paragraph to read as follows:

"The term of this Agreement shall continue upon execution of the Fifth Amendment to Agreement and expire on January 31, 2023."

2. Paragraph 3 of the Agreement is amended by adding an additional paragraph to read as follows:

"CITY shall pay two hundred fifty-one thousand, thirty-five dollars and ninety-two cents ($251,035.92), in consideration of the additional services/rates as set forth in Exhibit "A" to the Fifth Amendment to Agreement. This brings the total not to exceed contract amount to one million, sixty-five thousand, six hundred forty-three dollars and fifty-one cents ($1,065,643.51)."

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

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

CITY OF ROSEVILLE, a municipal corporation

BY: _____
DOMINICK CASEY
City Manager

EMMS, INC., dba ELITE MAINTENANCE MANAGEMENT SYSTEMS, a California corporation

BY: _____

its: President

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

ATTEST:

and

BY: _____

BY: _____

its: _____

SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____

MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____

JASON SHYKOWSKI
Public Works Director

EXHIBIT "A"

EMMS Proposed Rates 2022

Facility Address	Facilities Usage	Appx. SQFT	Days of Service	Daily Labor HRs	Monthly Labor HRs	2022 Proposed Monthly	# of months / year	2022 Proposed Annual Cost	
316 Vernon Street First Floor	Office	12000	M-F	2	43.3	$1,060.85	12	$12,730.20	
316 Vernon Street Second Floor Sierra College	Office / Education	20000	M-Sat	5	129.9	$3,182.55	12	$38,190.60	
316 Vernon Street Third Floor	Office / Education	20000	M-F	5	108.25	$2,652.13	12	$31,825.50	
316 Vernon Street Fourth Floor	Office / Education	20000	M-F	4	86.6	$2,121.70	12	$25,460.40	
Main Library - 225 Taylor Street	Library	31000	M - Sat	4	103.92	$2,546.04	12	$30,552.48	
Maidu Library – 1530 Maidu Drive	Library	10000	M - Sat	1	25.98	$636.51	12	$7,638.12	
Maidu Community Center - 1550 Maidu	Community Center	23000	M - Sun	5	151.55	$3,712.98	12	$44,555.70	
- 1960 Johnson Ranch Drive	Interpretive Center	4000	M - F	1	21.65	$530.43	12	$6,365.10	
- 1970 Johnson Ranch Drive	Museum	11000	M - F	2.5	54.125	$1,326.06	12	$15,912.75	
Train Station - 201 Pacific Street	Amtrak Station	500	M - F	0.5	10.825	$265.21	12	$3,182.55	
Water Treatment Plant, Barton Rd.	Office	1500	M -W- F	2	25.98	$636.51	12	$7,638.12	
Johnson Pool	Pool	1500	M - F / June - Aug	1.5	32.475	$795.64	3	$2,386.91	
Luis &Orlando Bus Stop			M-Sun	NA	NA	$700.00	12	$8,400.00	added 8/2021 flat rate of $600/month
Civic Center - 1st floor limited scope of work			M-F	4	86.6	$2,121.70	2	$4,243.40	added 11/2021
Sub Total 1		154500		37.5	881.155	**$22,288.30**		**$239,081.83**	

Elite Maintenance Management Systems (EMMA) - 2022 Rates for Custodial Services

Facility Address	Facilities Usage	Appx. SQFT	Days of Service	Daily Labor HRs	Monthly Labor HRs	2022 Proposed Monthly	# of months / year	2022 Proposed Annual Cost	
316 Vernon Street First Floor	Office	12000	M-F	2	43.3	$1,060.85	12	$12,730.20	
316 Vernon Street Second Floor Sierra College	Office / Education	20000	M-Sat	5	129.9	$3,182.55	12	$38,190.60	
316 Vernon Street Third Floor	Office / Education	20000	M-F	5	108.25	$2,652.13	12	$31,825.50	
316 Vernon Street Fourth Floor	Office / Education	20000	M-F	4	86.6	$2,121.70	12	$25,460.40	
Main Library - 225 Taylor Street	Library	31000	M - Sat	4	103.92	$2,546.04	12	$30,552.48	
Maidu Library – 1530 Maidu Drive	Library	10000	M - Sat	1	25.98	$636.51	12	$7,638.12	
Maidu Community Center - 1550 Maidu	Community Center	23000	M - Sun	5	151.55	$3,712.98	12	$44,555.70	
- 1960 Johnson Ranch Drive	Interpretive Center	4000	M - F	1	21.65	$530.43	12	$6,365.10	
- 1970 Johnson Ranch Drive	Museum	11000	M - F	2.5	54.125	$1,326.06	12	$15,912.75	
Train Station - 201 Pacific Street	Amtrak Station	500	M - F	0.5	10.825	$265.21	12	$3,182.55	
Water Treatment Plant, Barton Rd.	Office	1500	M -W- F	2	25.98	$636.51	12	$7,638.12	
Johnson Pool	Pool	1500	M - F / June - Aug	1.5	32.475	$795.64	3	$2,386.91	
Day Porter at 311 & 316 Vernon Street for disinfecting			M-F	8	173.2	$4,243.40	0		added in 2020 for COVID-19 prevention
Luis &Orlando Bus Stop			M-Sun	NA	NA	$700.00	12	$8,400.00	added 8/2021 flat rate of $600/month
Civic Center - 1st floor limited scope of work			M-F	4	86.6	$2,121.70	2	$4,243.40	added 11/2021
Sub Total 1		154500		45.5	1054.355	**$26,531.70**		**$239,081.83**	
Adding 5%								$ 11,954.09	
Grand Total								**$251,035.92**	

RESOLUTION NO. 22-033

APPROVING A FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND UNIVERSAL BUILDING SERVICES AND SUPPLY CO., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a fourth amendment to professional services agreement for custodial services, by and between the City of Roseville and Universal Building Services and Supply Co., has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

FOURTH AMENDMENT TO

PROFESSIONAL SERVICES AGREEMENT

Project: Custodial Services

THIS FOURTH AMENDMENT TO AGREEMENT is made and entered into this ___ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and Universal Building Services and Supply Co., a California corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Professional Services Agreement dated February 7, 2018, amended January 24, 2019, amended January 6, 2020, and amended February 4, 2021 ("Agreement") regarding custodial services ("Project"); and

WHEREAS, CITY desires to exercise its option to extend the Agreement for one (1) additional term; and

WHEREAS, CONSULTANT is willing and able to provide such additional services.

NOW, THEREFORE, the parties agree as follows:

1. Paragraph 1 of the Agreement is amended by adding an additional paragraph to read as follows:

"The term of this Agreement shall continue upon execution of the Fourth Amendment to Agreement and expire on January 31, 2023."

2. Paragraph 3 of the Agreement is amended by adding an additional paragraph to read as follows:

"CITY shall pay four hundred ninety-seven thousand, twenty-nine thousand dollars and five cents ($497,029.05), in consideration of the additional services/rates as set forth in Exhibit "A" to the Fourth Amendment to Agreement. This brings the total not to exceed contract amount to one million, nine hundred eighteen thousand, seven hundred sixty-two dollars and five cents ($1,918,762.05)."

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

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

CITY OF ROSEVILLE, a municipal corporation

BY: _____
DOMINICK CASEY
City Manager

UNIVERSAL BUILDING SERVICES AND SUPPLY CO., a California corporation

BY: _____

its: President

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

EXHIBIT “A”

ATTEST:

and

BY: _____

its: CEO/Secretary/Treasurer

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
JASON SHYKOWSKI
Public Works Director

UBS
UNIVERSAL BUILDING SERVICES

JANITORIAL DIVISION ION POWER SWEEPING DIVISION

All correspondence to:
3120 Pierce Street
Richmond • CA. 94804
(510) 527-1078
1-800-869-6677
Fax 510 / 526-7289
ubsco.com

November 9, 2021

City of Roseville
2500 Hilltop Circle
Roseville, CA 95747

Attention: Dan Allen

Re: **2022 Budget Costs**

Thank you for being a valued customer of Universal Building Services and Supply Co. We truly appreciate your business and look forward to continuing to fulfill your janitorial needs.

We continue to proactively minimize any price increases for our customers while delivering professional, superior and dedicated janitorial services. Due to the upcoming mandated State of California minimum wage increase effective on January 1st, 2022; we are submitting our 2022 Budget Costs. Please see attachment.

Location	Address	Current Monthly Cost	Monthly Cost effective January 1, 2022
Sports Center	1545 Pleasant Grove Boulevard	$5,710.00	$6,124.00
Purchasing	2075 Hilltop Circle	$1,109.00	$1,189.00
Corp Yard/Admin	2005 Hilltop Circle	$5,536.00	$5,937.00
Electric Office	2070 Hilltop Circle	$1,352.00	$1,450.00
Electric Warehouse	2080 Hilltop Circle	$380.00	$408.00
Electric Admin	2090 Hilltop Circle	$3,205.00	$3,437.00
Mike Shellito Indoor Pool	10210 Fairway Drive	$2,993.00	$3,210.00
Aquatic Complex (9 months: Mid Feb.-Mid Nov.)	3051Woodcreek Oaks Boulevard	$3,562.00	$3,820.00
Aquatic Complex (3 months: Mid Nov.- Mid Feb.)	3051Woodcreek Oaks Boulevard	$1,994.00	$2,139.00
Riley Library	1501 Pleasant Grove Boulevard	$6,278.00	$6,733.00
Plant 2	2155 Nichols Drive	$149.00	$160.00
Day Porter	Various locations	$6,899.00	$7,399.00

Should you have any questions arise regarding our services or this increase, please do not hesitate to contact me at (510) 527-1078.

Sincerely,

Universal Building Services

Dario DeVincenzi

Dario DeVincenzi
Operations Manager
Universal Building Services & Supply Co.
DD: kc

Universal Building Services (UBS) - 2022 Rates for Custodial Services

Location	Address	Current Monthly Cost	Cost effective January 1, 2022	2022 Months/Year	Total Annual Cost
Sports Center	1545 Pleasant Grove Boulevard	$5,710.00	$6,124.00	12	$73,488.00
Purchasing	2075 Hilltop Circle	$1,109.00	$1,189.00	12	$14,268.00
Corp Yard/Admin	2005 Hilltop Circle	$5,536.00	$5,937.00	12	$71,244.00
Electric Office	2070 Hilltop Circle	$1,352.00	$1,450.00	12	$17,400.00
Electric Warehouse	2080 Hilltop Circle	$380.00	$408.00	12	$4,896.00
Electric Admin	2090 Hilltop Circle	$3,205.00	$3,437.00	12	$41,244.00
Mike Shellito Indoor Pool	10210 Fairway Drive	$2,993.00	$3,210.00	12	$38,520.00
Aquatic Complex (9 months: Mid Feb.-Mid Nov.)	3051 Woodcreek Oaks Boulevard	$3,562.00	$3,820.00	9	$34,380.00
Aquatic Complex (3 months: Mid Nov.- Mid Feb.)	3051 Woodcreek Oaks Boulevard	$1,994.00	$2,139.00	3	$6,417.00
Riley Library	1501 Pleasant Grove Boulevard	$6,278.00	$6,733.00	12	$80,796.00
Plant 2	2155 Nichols Drive	$149.00	$160.00	12	$1,920.00
Day Porter	Various locations	$6,899.00	$7,399.00	12	$88,788.00
		$39,167.00	$42,006.00		$473,361.00
Adding 5%					$23,668.05
Grand Total					$497,029.05

COUNCIL COMMUNICATION

CC #: 1927
File #: 0503-02

Title:	Fair Political Practices Commission Model Conflict of Interest Code Amendment
Contact:	Helen Dreyer 916-774-5356 hdreyer@roseville.ca.us

Meeting Date: 2/16/2022
Item #: 6.14.

RECOMMENDATION TO COUNCIL

Staff recommends Council adopt a resolution updating the City of Roseville's Conflict of Interest Code to accurately reflect positions and disclosure requirements subject to the Code.

BACKGROUND

The Fair Political Practices Commission (FPPC) requires local government agencies to adopt and implement a conflict of interest code which establishes categories of public officials and employees who must disclose their personal financial interests. Filing of Statements of Economic Interest (Form 700) enables the organization to identify areas of potential conflicts so that government officials and employees can refrain from making or participating in government decisions that have a reasonably foreseeable material financial effect on his or her personal interests. The California Government Code requires local agencies to annually review its Conflict of Interest Code to accurately reflect required filers of Form 700 as designated by the City Attorney. Council adopted the last update in January 2021.

FISCAL IMPACT

There is no fiscal impact.

ENVIRONMENTAL REVIEW

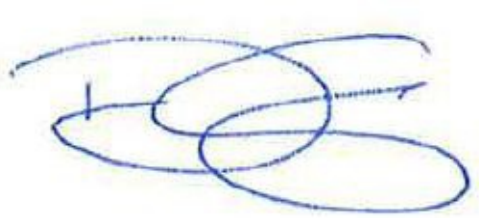
The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378.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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

Respectfully Submitted,

Helen Dreyer, Assistant City Clerk



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-042

Appendix I

Appendix II

Redline Appendix I

RESOLUTION NO. 22-042

READOPTING THE FAIR POLITICAL PRACTICES COMMISSION MODEL CONFLICT OF INTEREST CODE AND REPEALING RESOLUTION NO. 21-008

WHEREAS, the Political Reform Act of 1974, as amended ("the Act", California Government Code §81000 et seq.) requires in Government Code §87300 that each agency subject to the Act, including the City of Roseville, adopt a local Conflict of Interest Code ("the Code"); and

WHEREAS, the Act provides in §87302 that each such local Conflict of Interest Code shall designate positions within each agency subject to the Code and further designate the types of reportable interests which much be disclosed by such designated employees; and

WHEREAS, the Fair Political Practices Commission in administering the Act has adopted a regulation (California Code of Regulations Title 2, §18730) which permits agencies subject to the Act to adopt by reference a Model Conflict of Interest Code developed by the Fair Political Practices Commission; and

WHEREAS, any designated board or commission member or designated employee who fails to timely file a required statement of economic interest is subject to a fine in accordance with the provisions of the Political Reform Act of 1974, together with any other penal or remedial measure authorized by that Act; and

WHEREAS, when the board or commission member's failure to file persists for more than thirty (30) days after the final filing date, the City Clerk will forthwith notify the member that he or she is disqualified from any participation in the meetings or other activities of the board or commission, until the member both files the required statement of economic interests and pays any fines associated with the failure to file. If the member's failure to file and/or pay the associated fine persists for more than sixty (60) days after the final filing date, the member shall be removed from the board or commission by Council action; and

WHEREAS, by Resolution No. 21-008, the City of Roseville has previously adopted said Model Code; and

WHEREAS, the City Council now desires to readopt said Model Code to change the list of designated classifications and categories of disclosure required.

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

1. Pursuant to the provisions of California Government Code §87300 and the California Code of Regulations Title 2, §18730, the Council hereby readopts the Model Conflict of Interest Code of the Fair Political Practices Commission, as such Code currently exists or may hereafter be amended, as the local Conflict of Interest Code of the City of Roseville ("the Code").
2. Said Code shall apply and be applicable to those persons in the classified or unclassified service of the City of Roseville as listed in Appendix "I", attached hereto. Each designated board or commission member or designated employee in each designated classification shall be assigned to a disclosure category also set forth in Appendix "I".
3. Each designated board or commission member or designated employee in each designated classification, as listed in Appendix "I", shall report as required by the Code, all reportable interests for his or her particular disclosure category as shown in Appendix "II", attached hereto and as required by the Code.

BE IT FURTHER RESOLVED, that each designated employee in the Code shall be required to comply with AB 1234 ethics training requirements and failure to comply may result in disciplinary action; and

BE IT FURTHER RESOLVED, that all board and commission members shall be required to comply with AB 1234 regarding ethics training requirements and failure to comply shall result in removal from the board or commission; and

BE IT FURTHER RESOLVED, that all board and commission members shall be required to comply with AB 1661 regarding sexual harassment prevention training requirements and failure to comply shall result in removal from the board or commission; and

BE IT FURTHER RESOLVED, that the City Clerk is directed to act as Filing Officer for all designated filers, and shall be responsible for the administration of the Conflict of Interest Code; and

BE IT FURTHER RESOLVED, that Resolution No. 21-008 (adopted January 13, 2021) is hereby repealed.

PASSED AND ADOPTED by the Council of the City of Roseville this 16th day of February 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

APPENDIX I

CLASSIFICATION	DESIGNATED CATEGORY
Accounting Manager	2
Administrative Analyst	3
Alternative Transportation Analyst	3
Alternative Transportation Manager	2
AMI Project Manager	3
Assistant City Attorney	1
Assistant City Clerk	3
Assistant City Manager	1
Assistant Electric Analyst	3
Assistant Electric Utility Director	1
Assistant Engineer	3
Assistant Environmental Utilities Director	1
Assistant Finance Director	2
Assistant Fire Chief	2
Assistant Human Resources Director	2
Assistant Information Technology Director	2
Assistant Planner	3
Assistant Police Chief	1
Associate Electric Analyst	3
Associate Engineer	3
Associate Planner	3
Billing Services Manager	2
Boards and Commissions	1
Design Committee	
Economic Development Advisory Committee	
Grants Advisory Commission	
Public Utilities Commission	
Transportation Commission	
Budget Analyst	3
Budget Manager	2
Building Inspection Supervisor	2
Building Inspector	3
Building Official	2
Building Plans Examiner	3
Business Systems Analyst	3
Buyer	3
Chief Information Officer	1
City Clerk	1
City Engineer	2
Code Enforcement Inspector	3
Code Enforcement Supervisor	3
Community Relations Analyst	3
Construction Inspection Superintendent	3
Construction Inspection Supervisor	3
Construction Inspector	3
Crime Analyst	3
Database Analyst	3
Data Management System Administrator	3

Department Public Information Officer	3
Deputy City Attorney	1
Deputy City Manager	1
Development Analyst	3
Development Services Administrator	3
Development Services Analyst	3
Development Services Director	1
Development Services Manager	2
Economic Development Analyst	3
Economic Development Director	1
Economic Development Project Manager	3
Electric Business Analyst	3
Electric Compliance Analyst	3
Electric Customer Programs Supervisor	3
Electric Operations Manager	2
Electric Resources Planner	3
Electric Risk and Compliance Supervisor	3
Electric Technology Systems Administrator	3
Electric Utility Director	1
Electric Utility Financial Administrator	3
EMS Quality Assurance Coordinator	3
Energy Services Account Representative	3
Engineering Manager	2
Environmental Coordinator	2
Environmental Utilities Business Analyst	3
Environmental Utilities Business Services Administrator	3
Environmental Utilities Compliance Administrator	3
Environmental Utilities Director	1
Environmental Utilities Rate Analyst	3
Environmental Utilities Superintendent	3
ERP Business Analyst	3
ERP Manager	3
Facilities Manager	3
Finance Manager	3
Fire & Environmental Safety Inspector	3
Fire & Environmental Inspection Supervisor	2
Fire Battalion Chief	2
Fire Chief	1
Fire Division Chief	2
Fleet Manager	3
Fleet Services Supervisor	3
GIS Analyst	3
Government Relations Administrator	2
Government Relations Representative	3
Housing Analyst	3
Housing Manager	3
Housing Supervisor	3
Human Resources Analyst	3
Human Resources Director	1
Human Resources Manager	3
Information Security Administrator	3

Interpretive Services Supervisor	3
IT Analyst	3
IT Client Services Supervisor	3
IT Programs Manager	2
Management Analyst	3
Marketing & Communications Analyst	3
Park Development Analyst	3
Park Development Project Manager	3
Park Planning & Development Superintendent	3
Parks, Recreation & Libraries Director	1
Parks, Recreation & Libraries Manager	3
Parks, Recreation & Libraries Superintendent	3
Permits Supervisor	3
Planning Manager	2
Police Captain	2
Police Chief	1
Police Lieutenant	2
Police Services Administrator	3
Police Social Services Practitioner	3
Power Engineer	3
Power Engineering Manager	2
Power Generation Superintendent	3
Power Plant Engineer	3
Power Plant Operations & Maintenance Supervisor	3
Power Supply & Portfolio Administrator	3
Principal Engineer	2
Principal Planner	2
Process Engineer	3
Project Coordinator	3
Project Supervisor	2
Public Information Officer	2
Public Works Director	1
Purchasing & Warehouse Manager	2
Refuse Superintendent	3
Refuse & Stormwater Manager	2
Risk Manager	3
Roseville Community Development Corp. CEO	1
Senior Building Inspector	3
Senior Building Plans Examiner	3
Senior Business Systems Analyst	3
Senior Buyer	3
Senior Construction Inspector	3
Senior Database Analyst	3
Senior Deputy City Attorney	1
Senior Development Services Analyst	3
Senior Electric Business Analyst	3
Senior Electric Technology Systems Analyst	3
Senior Energy Services Account Representative	3
Senior Engineer	2
Senior Environmental Utilities Business Analyst	3

Senior GIS Analyst	3
Senior Human Resources Analyst	3
Senior IT Analyst	3
Senior Planner	2
Senior Power Engineer	3
Senior Power Plant Engineer	3
Senior Utility Billing Analyst	3
Streets Maintenance Superintendent	3
Utility Billing Analyst	3
Utility Billing and Field Services Supervisor	3
Utility Billing Operations Manager	2
Utility Customer Service Supervisor	3
Transit Operations Analyst	3
Transportation Grants Analyst	3
Utility Government Relations Administrator	3
Wastewater Treatment Plant Chief Operator	3
Water Distribution Supervisor	3
Water Quality Lab Supervisor	3
Water Treatment Plant Chief Operator	3
Consultants to be determined on a case by case basis by the City Manager	

87200 Filers: City Council, Planning Commission, City Manager, City Attorney, Chief Financial Officer

APPENDIX II

The types of economic interests that must be reported for each category are listed in the following chart. Letter designations of reportable interests correspond to applicable reporting schedules for Form 700.

Schedule	Category 1	Category 2	Category 3
A-1 Investments (less than 10% ownership)	x	x	
A-2 Investments (greater than 10% ownership)	x	x	
B Real Property	x	x	x
C Income, Loans, and Business Positions	x		
D Income – Gift	x	x	x
E Income – Travel Payments	x	x	

Disclosure Categories

There are three (3) disclosure categories for designated employees listed in Appendix I. Classification within one of the three categories is based upon the category descriptions as follows:

Category 1
Employees with a high level of decision-making authority. This category includes department heads and those employees in secondary levels of management involved in the land use, development, or contracting processes. Also included are selected employees with substantial responsibility in the area of construction of public facilities such as buildings and roads or employees involved in a broad spectrum of activities.

Category 2
Employees involved in the land use, development, or contracting processes who are not listed in Category 1 but provide significant services in the form of analysis and advice to decision makers.

Category 3
Employees generally uninvolved in the land use, development, or contracting processes but who provide significant services in the form of analysis and advice to decision makers.

APPENDIX I

CLASSIFICATION	DESIGNATED CATEGORY
Accounting Manager	2
Administrative Analyst	3
Alternative Transportation Analyst	3
Alternative Transportation Manager	2
AMI Project Manager	3
Assistant City Attorney	1
Assistant City Clerk	3
Assistant City Manager	1
Assistant Electric Analyst	3
Assistant Electric Utility Director	1
Assistant Engineer	3
Assistant Environmental Utilities Director	1
Assistant Finance Director	2
Assistant Fire Chief	2
Assistant Human Resources Director	2
Assistant Information Technology Director	2
Assistant Planner	3
Assistant Police Chief	1
Associate Electric Analyst	3
Associate Engineer	3
Associate Planner	3
Billing Services Manager	2
Boards and Commissions	1
Design Committee	
Economic Development Advisory Committee	
Grants Advisory Commission	
Public Utilities Commission	
Transportation Commission	
Budget Analyst	3
Budget Manager	2
Building Inspection Supervisor	2
Building Inspector	3
Building Official	2
Building Plans Examiner	3
Business Systems Analyst	3
Buyer	3
Chief Information Officer	1
City Clerk	1
City Engineer	2
Code Enforcement Inspector	3
Code Enforcement Supervisor	3
Community Relations Analyst	3
Construction Inspection Superintendent	3
Construction Inspection Supervisor	3
Construction Inspector	3
Crime Analyst	3
Database Analyst	3
Data Management System Administrator	3

Department Public Information Officer	3
Deputy City Attorney	1
Deputy City Manager	1
Development Analyst	3
Development Services Administrator	3
Development Services Analyst	3
Development Services Director	1
Development Services Manager	2
Economic Development Analyst	3
Economic Development Director	1
Economic Development Project Manager	3
Electric Business Analyst	3
Electric Compliance Analyst	3
Electric Customer Programs Supervisor	3
Electric Operations Manager	2
Electric Resources Planner	3
Electric Risk and Compliance Supervisor	3
Electric Technology Systems Administrator	3
Electric Utility Director	1
Electric Utility Financial Administrator	3
EMS Quality Assurance Coordinator	3
Energy Services Account Representative	3
Engineering Manager	2
Environmental Coordinator	2
Environmental Utilities Business Analyst	3
Environmental Utilities Business Services Administrator	3
Environmental Utilities Compliance Administrator	3
Environmental Utilities Director	1
Environmental Utilities Rate Analyst	3
Environmental Utilities Superintendent	3
ERP Business Analyst	3
ERP Manager	3
Facilities Manager	3
Finance Manager	3
Fire & Environmental Safety Inspector	3
Fire & Environmental Inspection Supervisor	2
Fire Battalion Chief	2
Fire Chief	1
Fire Division Chief	2
Fleet Manager	3
Fleet Services Supervisor	3
GIS Analyst	3
Government Relations Administrator	2
Government Relations Representative	3
Housing Analyst	3
Housing Manager	3
Housing Supervisor	3
Human Resources Analyst	3
Human Resources Director	1

Human Resources Manager	3
Information Security Administrator	3
Interpretive Services Supervisor	3
IT Analyst	3
IT Client Services Supervisor	3
IT Programs Manager	2
Management Analyst	3
Marketing & Communications Analyst	3
Park Development Analyst	3
Park Development Project Manager	3
Park Planning & Development Superintendent	3
Parks, Recreation & Libraries Director	1
Parks, Recreation & Libraries Manager	3
Parks, Recreation & Libraries Superintendent	3
Permits Supervisor	3
Planning Manager	2
Police Captain	2
Police Chief	1
Police Lieutenant	2
Police Services Administrator	3
Police Social Services Practitioner	3
Power Engineer	3
Power Engineering Manager	2
Power Generation Superintendent	3
Power Plant Engineer	3
Power Plant Operations & Maintenance Supervisor	3
Power Supply & Portfolio Administrator	3
Principal Engineer	2
Principal Planner	2
Process Engineer	3
Project Coordinator	3
Project Supervisor	2
Public Information Officer	2
Public Works Director	1
Purchasing & Warehouse Manager	2
Refuse Superintendent	3
Refuse & Stormwater Manager	2
Risk Manager	3
Roseville Community Development Corp. CEO	1
Senior Building Inspector	3
Senior Building Plans Examiner	3
Senior Business Systems Analyst	3
Senior Buyer	3
Senior Construction Inspector	3
Senior Database Analyst	3
Senior Deputy City Attorney	1
Senior Development Services Analyst	3
Senior Electric Business Analyst	3
Senior Electric Technology Systems Analyst	3
Senior Energy Services Account Representative	3
Senior Engineer	2

Senior Environmental Utilities Business Analyst	3
Senior GIS Analyst	3
Senior Human Resources Analyst	3
Senior IT Analyst	3
Senior Planner	2
Senior Power Engineer	3
Senior Power Plant Engineer	3
Senior Utility Billing Analyst	3
Streets Maintenance Superintendent	3
Utility Billing Analyst	3
Utility Billing and Field Services Supervisor	3
Utility Billing Operations Manager	2
Utility Customer Service Supervisor	3
Transit Operations Analyst	3
Transportation Grants Analyst	3
Utility Government Relations Administrator	3
Wastewater Treatment Plant Chief Operator	3
Water Distribution Supervisor	3
Water Quality Lab Supervisor	3
Water Treatment Plant Chief Operator	3

Consultants to be determined on a case by case basis by the City Manager

87200 Filers: City Council, Planning Commission, City Manager, City Attorney, Chief Financial Officer

COUNCIL COMMUNICATION

CC #: 1917
File #: 0203-10 & 0201-01

Title: Open Space Portable Trailer - Budget Adjustment
Contact: Eric Dexter 916-746-1769 edexter@roseville.ca.us

Meeting Date: 2/16/2022
Item #: 6.15.

RECOMMENDATION TO COUNCIL

Staff requests Council adopt an ordinance approving a budget adjustment in the amount of $8,400 for replacement of a portable toilet/utility trailer (vehicle #06-695), with a total cost of $22,000.

BACKGROUND

The replacement of the portable toilet/utility trailer (vehicle #06-695) was originally approved in the FY2021-22 budget in the amount of $13,600. However, the cost of the trailer has increased, requiring more funding. This trailer is used every day by the Open Space and Urban Forestry teams. The current trailer is nearly 15 year old and needs to be replaced.

Staff recommends a budget adjustment totaling $8,400 to allow for the purchase of this replacement trailer totaling $22,000.

FISCAL IMPACT

There is a sufficient fund balance in the Open Space Fund to accommodate the recommended budget adjustment. Rent paid to Fleet Services for this vehicle is included in the FY2021-22 budget. Although there will be an increase in replacement cost in future budgets, rent will stay the same. This purchase will be funded through the General Fund in the amount of $13,600 and through the Open Space Fund in the amount of $8,400. There is no additional impact to the General Fund.

ENVIRONMENTAL REVIEW

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

subject to CEQA. No additional environmental review is required.

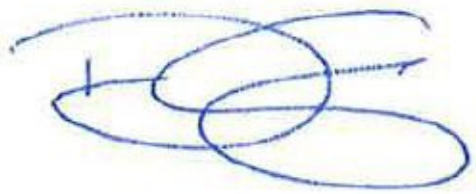
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world
Goal C - Maintain a safe and healthy community
Goal E - Deliver exceptional city services
Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Eric Dexter, Parks, Recreation & Libraries Superintendent

Jill Geller, Parks, Recreation & Libraries Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6453

Budget Adjustment

ORDINANCE NO. 6453

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2021-22 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 2021-22, is hereby amended by transferring appropriations as listed on the attached budget adjustment for replacement of an Open Space Portable Trailer.

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 _____, 2022, 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: Eric Dexter, Parks Recreation & Libraries Superintendent
FISCAL YEAR: FY2021-22

PREPARER NAME & TITLE: Rendi Hodge, Management Analyst II
COUNCIL DATE (if applicable): 2/16/2022

DEPARTMENT/DIVISION: Parks, Recreation & Libraries/Open Space
ORDINANCE:

Expenditures/Expenses/Transfers Out

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
4005	6552	62601		8,400	Increase for replacement of Trailer (Portable toilet/Utility), vehicle #06-695.
2521	5516	58120		8,400	Open Space Fund - Vehicle shortage from Open Space Fund unit #06-965.
			TOTAL	16,800	

Revenues/Transfers In

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
4005	4254	62601		8,400	Revenue to cover vehicle shortage (58120 - Open Space).
			TOTAL	8,400	

NET ADJUSTMENT	8,400	

Available Resources

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2521				(8,400)	Use of available resources in Open Space Fund.
			TOTAL	(8,400)	

Justification for Budget Adjustment:

The Parks, Recreation & Libraries Department is requesting $8,400.00 to fund the shortage of replacement funds budgeted to replace a portable toilet/utility trailer (vehicle #06-695) in the FY2021-22 budget. Replacement of this vehicle was approved as part of the FY2021-22 budget and was fully funded. However, due to the rising cost of materials and labor, the cost of the trailer has increased by $8,400.00. This unit is used every day by the Open Space and Urban Forestry teams so the additional cost will be funded by the Open Space Fund. The current unit is nearly 15 years old and deteriorating quickly. Rent for this vehicle is included in the FY2021-22 budget. Although there will be an increase in replacement in future budgets, rent will remain the same. Additional funds for replacement will be included in future year budgets.

REQUIRED APPROVALS:

JAN 19 2022

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

COUNCIL COMMUNICATION

CC #: 1926
File #: 0600-01 & 0201-01

Title:	Staffing Changes and Electric Apprenticeship Programs
Contact:	Linda Hampton 916-774-5215 lhampton@roseville.ca.us

Meeting Date: 2/16/2022
Item #: 6.16.

RECOMMENDATION TO COUNCIL

As part of an ongoing assessment of the appropriate staffing structure to provide a high level of service to the community, staff is recommending the following changes to the City's staffing allocation schedule and salary schedule to meet business needs. It is recommended that City Council take the following actions:

1. Adopt an ordinance to approve the International Brotherhood of Electrical Workers, Local 1245 (IBEW) A & B (Appendix F) salary schedules to reflect deletion of Electric Metering Systems Technician I/II (1031A, 1031B, 1033A, 1033B) and Electric Substation Technician I/II (1034A, 1034B, 1035A, 1035B) and the addition of Electric Metering System Technician (1085A, 1085B) and Electric Substation Technician (1083A, 1083B), Electric Apprentice Metering System Technician (1086A,1086B) and Electric Apprentice Substation Technician (1084A, 1084B) effective February 26, 2022; and
2. Adopt a resolution authorizing the City Manager to sign the IBEW Side Letter regarding the Apprenticeship Program; and
3. Motion to approve the attached city-wide allocation schedule effective February 26, 2022.

BACKGROUND

As part of the Municipal Code, the Human Resources Department is charged with maintaining the City's classification plan. The Human Resources staff is continually evaluating staffing levels necessary to provide high service levels to the community. Staff reviews department workload and the allocation's impact on meeting the City's goals. Additionally, the level at which each of these positions would have to be staffed was analyzed. Based on the analysis, staff is requesting the following staffing changes.

Electric Apprenticeship Program and Staffing Change

Over the last 20 years, the International Brotherhood of Electrical Workers, Local 1245, (IBEW) and the City of Roseville have been engaged in an active and successful Apprentice-

training program for the Line Technician series. Through joint discussions during IBEW Union/City negotiations in 2019, the City agreed to explore creating two new Apprentice programs: Apprentice Electric Metering Systems Technician and Apprentice Electric Substation Technician.

In partnership with IBEW, the Electric Department has created a program that is consistent with industry apprenticeship programs and accomplishes duties specified in the journey-level job specification for Electric Metering System Technician and Electric Substation Technician in a manner consistent with all safety and performance standards for the City of Roseville. The program coordinates extensive on-the-job (hands-on) and off-the-job related academic training. The Substation Apprentice program will be a four-year program and the Metering System Apprentice program will be for three years. The programs will consist of progressive steps that last six months per step. To progress forward in steps, the Apprentice will be evaluated and required to pass a series of competency tests throughout each six month period. Each step will constitute a higher level of responsibility and skill, and a monetary pay raise of 5% (above the previous step). All Apprentices remain on performance-based probation until successful completion of the program.

After successful completion of the Apprenticeship program and passing the test, employees will be promoted to the Technician level which will have a single step salary schedule. The employee will be placed on probation as either an Electric Metering System Technician or Electric Substation Technician in accordance with City of Roseville Personnel Rules and Regulations. A copy of the Apprentice Program is attached for reference. The training program will cost $9,030 for four years with a cost of $2,408 for Year 1. The cost of moving existing staff to the single step salary schedules will have a fiscal impact for the remainder of the fiscal year of $46,403 with an annual impact of $134,052*. The training program cost is included in the fiscal year 2021-22 (FY2021-22) Electric Department budget and the additional salary costs will be absorbed by salary savings from vacant positions.

Staff also requests that a vacant Electric Engineering Technician II position be reclassified to an Associate Electric Analyst position. The position reclassification will better align necessary skills and expertise with anticipated work activities within the Risk and Compliance Division of the Electric Department. The position is essential to the department's ability to meet the increasing complexity and sophistication of compliance and physical security requirements. This position will enable the division to meet new regulatory requirements, physical security standards, and energy billing settlements.

From	To	Current Salary & Benefits	Proposed Salary & Benefits	Annual Impact *	Impact for remaining FY 2021-22
	Apprenticeship Program Transition to Single Step for Technician level		$134,052	$134,052	$46,403
Electric Engineering Technician II	Associate Electric Analyst	$201,337	$168,039	-$33,298	-$11,526
					$34,876

*This amount includes the estimated annual pension cost of $7,048.

To implement the Electric Substation Technician and Electric Metering System Technician Apprenticeship programs the following additions and deletions to the IBEW A and B salary schedules are proposed:

Delete

Job Title	Grade Code
Electric Metering Systems Technician I	1031A, 1031B
Electric Metering Systems Technician II	1033A, 1033B
Electric Substation Technician I	1034A,1034B
Electric Substation Technician II	1035A, 1035B

Add

Job Title	Grade Code
Electric Metering System Technician	1085A, 1085B
Electric Apprentice Metering System Technician	1086A, 1086B
Electric Substation Technician	1083A, 1083B
Electric Apprentice Substation Technician	1084A, 1084B

Human Resources Department

Staff requests to transition a limited-term Human Resources Technician position to a regular Human Resources Technician position. In 2019, a limited-term Human Resources Technician was create to cover increasing workload in the Risk Management Division. Having collected over $1 million in past due subrogation payments, this position continues to be needed to proactively manage collections for damaged assets and will be responsible for collecting an estimated $300,000 annually, in addition to additional workload that needed to be distributed in HR due to the growing organization.

Staff is also recommending a regular Human Resources Technician position to support increased recruitment and personnel transaction processing workload. With this increase and continued growth of the City, staff is unable to meet reasonable turnaround times and expectations from other departments. In addition, hiring qualified candidates has become more challenging in the current employment environment, making recruitment efforts more difficult and time consuming. The implementation of Oracle (Human Capital Management system) brought efficiencies in reporting and tracking employee and workforce data but added complexity and increased transactional workload. Benefit and payroll entry is more detailed requiring a significant amount of staff time auditing, managing workflow, troubleshooting issues and providing support to infrequent department users. Adding an additional Human Resources Technician will allow staff to manage the increased demands and provide responsive support to departments and employees.

From	To	Current Salary & Benefits	Proposed Salary & Benefits	Annual Impact *	Impact for remaining FY 2021-22
Human	Human	$126,756	$126,756	$0	$0

Resources Technician (convert limited-term)	Resources Technician				
New	Human Resources Technician	$0	$126,756	$126,756	$43,877

*This amount includes the estimated annual pension cost of $8,867.

The Human Resources Department will seek to offset the cost of this position with existing funds in the Human Resources Department budget for the remainder of FY2021-22. If inadequate funds are available, the Department will request funding from the General Fund contingency budget.

FISCAL IMPACT

The Electric Department has adequate budgetary resources available in the Electric Fund FY2021-22 budget to absorb the $37,284 associated with the implementation of the Electric Substation Technician and Electric Metering System Technician Apprenticeship programs and the proposed staffing changes.

The Human Resources Department staffing changes will impact the General Fund by $43,877 in the FY2021-22 budget and will have an ongoing annual General Fund impact of $126,756.

ENVIRONMENTAL REVIEW

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

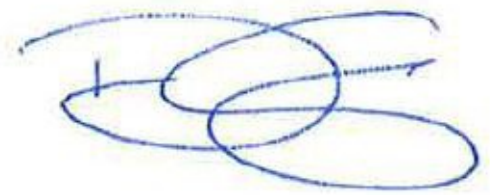
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal E - Deliver exceptional city services
Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Linda Hampton, Human Resources Manager

Stacey Peterson, Human Resources Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6457

2022-02-26 IBEW A Salary Schedule

2022-02-26 IBEW B Salary Schedule

Resolution 22-041

IBEW Side Letter Apprenticeship Program

Apprenticeship Program Outline

2022-02-26 Allocation Schedule

ORDINANCE NO. 6457

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE 6441, THE SALARY ORDINANCE FOR ELECTRIC PERSONNEL REPRESENTED BY THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO, LOCAL NO. 1245, AS AMENDED BY APPENDIX "F" TO BE EFFECTIVE FEBRUARY 26, 2022, AS AN URGENCY MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Title and Purpose.

Ordinance 6441, the Salary Ordinances for electric personnel represented by the International Brotherhood of Electrical Workers, AFL-CIO, Local No. 1245, IBEW-A and IBEW-B, are hereby amended as shown on Appendix "F" for salary schedules A and B attached hereto.

ADDITION OF CLASSIFICATION

Classification No.	Position Title	Hourly Rate
1083A/1083B	Electric Substation Technician	7298
1084A/1084B	Electric Apprentice Substation Apprentice	6568
1085A/1085B	Electric Metering System Technician	7146
1086A/1086B	Electric Apprentice Metering System Technician	6431

DELETION OF CLASSIFICATION

Classification No.	Position Title	Hourly Rate
1031A/1031B	Electric Metering Systems Technician I	6496
1033A/1033B	Electric Metering Systems Technician II	7146
1034A/1034B	Electric Substation Technician I	6635
1035A/1035B	Electric Substation Technician II	7298

SECTION 2. Salary Plan Effective Date.

This Ordinance shall be effective February 26, 2022 as an urgency measure.

SECTION 3. Urgency Ordinance.

This ordinance is hereby declared to be an urgency measure, immediately necessary for the public peace, health and safety and shall take effect February 26, 2022. A statement of urgency is as follows:

It is necessary to amend the Salary Ordinance to comply with recently approved changes for the orderly and necessary continuance of operations of the City.

SECTION 4. Posting.

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 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: COUNCILMEMERS

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:F
Effective Date:02/26/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
0150A	Electric Apprentice Line Technician-A	Step A	49.3402	3947.22	8552.30	102627.62
		Step B	53.1357	4250.86	9210.19	110522.26
		Step C	56.9311	4554.49	9868.06	118416.69
		Step D	60.7265	4858.12	10525.93	126311.12
		Step E	64.5219	5161.75	11183.80	134205.55
		Step F	68.3173	5465.38	11841.67	142099.98
1086A	Electric Apprentice Metering System Technician-A	Step A	46.4527	3716.22	8051.80	96621.62
		Step B	50.0260	4002.08	8671.17	104054.08
		Step C	53.5993	4287.94	9290.55	111486.54
		Step D	57.1726	4573.81	9909.92	118919.01
		Step E	60.7458	4859.66	10529.27	126351.26
		Step F	64.3191	5145.53	11148.64	133783.73

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:F
Effective Date:02/26/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1084A	Electric Apprentice Substation Technician-A	Step A	40.1419	3211.35	6957.93	83495.15
		Step B	43.7911	3503.29	7590.46	91085.49
		Step C	47.4404	3795.23	8223.00	98676.03
		Step D	51.0896	4087.17	8855.53	106266.37
		Step E	54.7389	4379.11	9488.08	113856.91
		Step F	58.3882	4671.06	10120.62	121447.46
		Step G	62.0374	4962.99	10753.15	129037.79
		Step H	65.6867	5254.94	11385.69	136628.34
2328A	Electric Drafting Technician I-A	Step A	32.1965	2575.72	5580.73	66968.72
		Step B	33.8063	2704.50	5859.76	70317.10
		Step C	35.4966	2839.73	6152.74	73832.93
		Step D	37.2714	2981.71	6460.38	77524.51
		Step E	39.1350	3130.80	6783.40	81400.80
		Step F	41.0917	3287.34	7122.56	85470.74
		Step G	43.1463	3451.70	7478.69	89744.30
		Step H	45.3037	3624.30	7852.64	94231.70

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:F
Effective Date:02/26/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2330A	Electric Drafting Technician II-A	Step A	35.4150	2833.20	6138.60	73663.20
		Step B	37.1859	2974.87	6445.56	77346.67
		Step C	39.0452	3123.62	6767.83	81214.02
		Step D	40.9973	3279.78	7106.20	85274.38
		Step E	43.0473	3443.78	7461.53	89538.38
		Step F	45.1997	3615.98	7834.61	94015.38
		Step G	47.4597	3796.78	8226.35	98716.18
		Step H	49.8326	3986.61	8637.65	103651.81
2340A	Electric Engineering Technician I-A	Step A	40.3298	3226.38	6990.50	83885.98
		Step B	42.3463	3387.70	7340.03	88080.30
		Step C	44.4637	3557.10	7707.04	92484.50
		Step D	46.6868	3734.94	8092.38	97108.54
		Step E	49.0211	3921.69	8496.99	101963.89
		Step F	51.4722	4117.78	8921.85	107062.18
		Step G	54.0458	4323.66	9367.94	112415.26
		Step H	56.7481	4539.85	9836.34	118036.05

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:F
Effective Date:02/26/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2345A	Electric Engineering Technician II-A	Step A	44.3627	3549.02	7689.53	92274.42
		Step B	46.5809	3726.47	8074.02	96888.27
		Step C	48.9100	3912.80	8477.73	101732.80
		Step D	51.3554	4108.43	8901.60	106819.23
		Step E	53.9232	4313.86	9346.69	112160.26
		Step F	56.6194	4529.55	9814.03	117768.35
		Step G	59.4503	4756.02	10304.72	123656.62
		Step H	62.4229	4993.83	10819.97	129839.63
2285A	Electric Line Technician-A	Step A	75.9081	6072.65	13157.40	157888.85
2286A	Electric Line Troubleshooter-A	Step A	56.6453	4531.62	9818.52	117822.22
		Step B	59.4776	4758.21	10309.45	123713.41
		Step C	62.4515	4996.12	10824.93	129899.12
		Step D	65.5741	5245.93	11366.18	136394.13
		Step E	68.8528	5508.22	11934.49	143213.82
		Step F	72.2954	5783.63	12531.20	150374.43
		Step G	75.9102	6072.82	13157.77	157893.22
		Step H	79.7057	6376.46	13815.65	165787.86

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:F
Effective Date:02/26/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2210A	Electric Materials Technician I-A	Step A	31.0119	2480.95	5375.40	64504.75
		Step B	32.5625	2605.00	5644.17	67730.00
		Step C	34.1906	2735.25	5926.37	71116.45
		Step D	35.9001	2872.01	6222.68	74672.21
		Step E	37.6952	3015.62	6533.83	78406.02
		Step F	39.5798	3166.38	6860.50	82325.98
		Step G	41.5589	3324.71	7203.54	86442.51
		Step H	43.6368	3490.94	7563.71	90764.54
2212A	Electric Materials Technician II-A	Step A	34.1130	2729.04	5912.92	70955.04
		Step B	35.8187	2865.50	6208.57	74502.90
		Step C	37.6097	3008.78	6519.01	78228.18
		Step D	39.4901	3159.21	6844.95	82139.41
		Step E	41.4646	3317.17	7187.20	86246.37
		Step F	43.5378	3483.02	7546.55	90558.62
		Step G	45.7147	3657.18	7923.88	95086.58
		Step H	48.0005	3840.04	8320.09	99841.04
1085A	Electric Metering System Technician-A	Step A	71.4657	5717.26	12387.39	148648.66

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2421A	Electric Pre-Apprentice-A	Step A	32.0712	2565.70	5559.01	66708.10
		Step B	34.5382	2763.06	5986.62	71839.46
		Step C	37.0052	2960.42	6414.23	76970.82
		Step D	39.4722	3157.78	6841.85	82102.18
		Step E	41.9393	3355.14	7269.48	87233.74
		Step F	44.4063	3552.50	7697.09	92365.10
2254A	Electric Preventive Data System Technician-A	Step A	28.1926	2255.41	4886.72	58640.61
		Step B	29.6022	2368.18	5131.05	61572.58
		Step C	31.0823	2486.58	5387.60	64651.18
		Step D	32.6364	2610.91	5656.98	67883.71
		Step E	34.2682	2741.46	5939.82	71277.86
		Step F	35.9816	2878.53	6236.81	74841.73
		Step G	37.7807	3022.46	6548.65	78583.86
		Step H	39.6698	3173.58	6876.10	82513.18
1083A	Electric Substation Technician-A	Step A	72.9852	5838.82	12650.77	151809.22

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2350A	Electric System Dispatcher-A	Step A	59.3428	4747.42	10286.09	123433.02
		Step B	62.3099	4984.79	10800.38	129604.59
		Step C	65.4254	5234.03	11340.40	136084.83
		Step D	68.6967	5495.74	11907.43	142889.14
		Step E	72.1315	5770.52	12502.79	150033.52
		Step F	75.7382	6059.06	13127.95	157535.46
		Step G	79.5251	6362.01	13784.35	165412.21
		Step H	83.5012	6680.10	14473.54	173682.50
2359A	Electric Technology System Technician-A	Step A	49.3080	3944.64	8546.72	102560.64
		Step B	51.7734	4141.87	8974.06	107688.67
		Step C	54.3621	4348.97	9422.76	113073.17
		Step D	57.0801	4566.41	9893.88	118726.61
		Step E	59.9341	4794.73	10388.58	124662.93
		Step F	62.9309	5034.47	10908.02	130896.27
		Step G	66.0774	5286.19	11453.42	137440.99
		Step H	69.3812	5550.50	12026.07	144312.90

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9250A	Electric Utility Inspection Technician-A	Step A	49.0436	3923.49	8500.89	102010.69
		Step B	51.4957	4119.66	8925.92	107111.06
		Step C	54.0705	4325.64	9372.22	112466.64
		Step D	56.7740	4541.92	9840.83	118089.92
		Step E	59.6128	4769.02	10332.89	123994.62
		Step F	62.5934	5007.47	10849.52	130194.27
		Step G	65.7231	5257.85	11392.00	136704.05
		Step H	69.0092	5520.74	11961.59	143539.14
2380A	Electronics Technician I-A	Step A	34.4869	2758.95	5977.73	71732.75
		Step B	36.2113	2896.90	6276.63	75319.50
		Step C	38.0219	3041.75	6590.46	79085.55
		Step D	39.9230	3193.84	6919.99	83039.84
		Step E	41.9191	3353.53	7265.98	87191.73
		Step F	44.0151	3521.21	7629.28	91551.41
		Step G	46.2158	3697.26	8010.74	96128.86
		Step H	48.5266	3882.13	8411.28	100935.33

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2385A	Electronics Technician II-A	Step A	37.9355	3034.84	6575.49	78905.84
		Step B	39.8323	3186.58	6904.27	82851.18
		Step C	41.8239	3345.91	7249.48	86993.71
		Step D	43.9151	3513.21	7611.95	91343.41
		Step E	46.1109	3688.87	7992.56	95910.67
		Step F	48.4164	3873.31	8392.18	100706.11
		Step G	50.8372	4066.98	8811.78	105741.38
		Step H	53.3791	4270.33	9252.38	111028.53
1037A	Environmental Utilities Instrument and Control Technician I - A	Step A	34.4869	2758.95	5977.73	71732.75
		Step B	36.2113	2896.90	6276.63	75319.50
		Step C	38.0219	3041.75	6590.46	79085.55
		Step D	39.9230	3193.84	6919.99	83039.84
		Step E	41.9191	3353.53	7265.98	87191.73
		Step F	44.0151	3521.21	7629.28	91551.41
		Step G	46.2158	3697.26	8010.74	96128.86
		Step H	48.5266	3882.13	8411.28	100935.33

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1038A	Environmental Utilities Instrument and Control Technician II - A	Step A	37.9355	3034.84	6575.49	78905.84
		Step B	39.8323	3186.58	6904.27	82851.18
		Step C	41.8239	3345.91	7249.48	86993.71
		Step D	43.9151	3513.21	7611.95	91343.41
		Step E	46.1109	3688.87	7992.56	95910.67
		Step F	48.4164	3873.31	8392.18	100706.11
		Step G	50.8372	4066.98	8811.78	105741.38
		Step H	53.3791	4270.33	9252.38	111028.53
1082A	Generation Maintenance Scheduler-Coordinator-A	Step A	41.2768	3302.14	7154.65	85855.74
		Step B	43.3406	3467.25	7512.37	90148.45
		Step C	45.5076	3640.61	7887.98	94655.81
		Step D	47.7830	3822.64	8282.39	99388.64
		Step E	50.1722	4013.78	8696.51	104358.18
		Step F	52.6808	4214.46	9131.34	109576.06
		Step G	55.3148	4425.18	9587.90	115054.78
		Step H	58.0806	4646.45	10067.30	120807.65

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3608A	Instrument and Control Technician-A	Step A	51.7746	4141.97	8974.26	107691.17
		Step B	54.3633	4349.06	9422.97	113075.66
		Step C	57.0815	4566.52	9894.13	118729.52
		Step D	59.9356	4794.85	10388.84	124666.05
		Step E	62.9324	5034.59	10908.28	130899.39
		Step F	66.0790	5286.32	11453.69	137444.32
		Step G	69.3829	5550.63	12026.37	144316.43
		Step H	72.8521	5828.17	12627.70	151532.37
4520A	Materials Technician-A	Step A	32.4886	2599.09	5631.36	67576.29
		Step B	34.1129	2729.03	5912.90	70954.83
		Step C	35.8187	2865.50	6208.57	74502.90
		Step D	37.6097	3008.78	6519.01	78228.18
		Step E	39.4901	3159.21	6844.95	82139.41
		Step F	41.4646	3317.17	7187.20	86246.37
		Step G	43.5378	3483.02	7546.55	90558.62
		Step H	45.7147	3657.18	7923.88	95086.58

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5316A	Plant and Equipment Maintenance Worker I-A	Step A	22.1901	1775.21	3846.28	46155.41
		Step B	23.2997	1863.98	4038.61	48463.38
		Step C	24.4646	1957.17	4240.53	50886.37
		Step D	25.6880	2055.04	4452.59	53431.04
		Step E	26.9722	2157.78	4675.18	56102.18
		Step F	28.3209	2265.67	4908.96	58907.47
		Step G	29.7369	2378.95	5154.40	61852.75
		Step H	31.2238	2497.90	5412.13	64945.50
5319A	Plant and Equipment Maintenance Worker II-A	Step A	24.4091	1952.73	4230.91	50770.93
		Step B	25.6296	2050.37	4442.46	53309.57
		Step C	26.9111	2152.89	4664.59	55975.09
		Step D	28.2566	2260.53	4897.81	58773.73
		Step E	29.6695	2373.56	5142.71	61712.56
		Step F	31.1529	2492.23	5399.84	64798.03
		Step G	32.7106	2616.85	5669.84	68038.05
		Step H	34.3462	2747.70	5953.34	71440.10

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5327A	Plant and Equipment Mechanic I-A	Step A	26.8502	2148.02	4654.03	55848.42
		Step B	28.1926	2255.41	4886.72	58640.61
		Step C	29.6022	2368.18	5131.05	61572.58
		Step D	31.0823	2486.58	5387.60	64651.18
		Step E	32.6364	2610.91	5656.98	67883.71
		Step F	34.2682	2741.46	5939.82	71277.86
		Step G	35.9816	2878.53	6236.81	74841.73
		Step H	37.7808	3022.46	6548.67	78584.06
5328A	Plant and Equipment Mechanic II-A	Step A	29.5346	2362.77	5119.33	61431.97
		Step B	31.0113	2480.90	5375.29	64503.50
		Step C	32.5619	2604.95	5644.06	67728.75
		Step D	34.1900	2735.20	5926.27	71115.20
		Step E	35.8995	2871.96	6222.58	74670.96
		Step F	37.6945	3015.56	6533.71	78404.56
		Step G	39.5791	3166.33	6860.38	82324.53
		Step H	41.5581	3324.65	7203.40	86440.85

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5595A	Power Engineer I-A	Step A	47.7248	3817.98	8272.30	99267.58
		Step B	50.1110	4008.88	8685.91	104230.88
		Step C	52.6165	4209.32	9120.19	109442.32
		Step D	55.2473	4419.78	9576.20	114914.38
		Step E	58.0097	4640.78	10055.01	120660.18
		Step F	60.9103	4872.82	10557.79	126693.42
		Step G	63.9558	5116.46	11085.67	133028.06
		Step H	67.1536	5372.29	11639.96	139679.49
5596A	Power Engineer II-A	Step A	52.4986	4199.89	9099.76	109197.09
		Step B	55.1237	4409.90	9554.77	114657.30
		Step C	57.8799	4630.39	10032.52	120390.19
		Step D	60.7738	4861.90	10534.13	126409.50
		Step E	63.8125	5105.00	11060.83	132730.00
		Step F	67.0032	5360.26	11613.89	139366.66
		Step G	70.3533	5628.26	12194.57	146334.86
		Step H	73.8709	5909.67	12804.29	153651.47

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5590A	Power Plant Engineer I-A	Step A	47.7248	3817.98	8272.30	99267.58
		Step B	50.1110	4008.88	8685.91	104230.88
		Step C	52.6165	4209.32	9120.19	109442.32
		Step D	55.2473	4419.78	9576.20	114914.38
		Step E	58.0097	4640.78	10055.01	120660.18
		Step F	60.9103	4872.82	10557.79	126693.42
		Step G	63.9558	5116.46	11085.67	133028.06
		Step H	67.1536	5372.29	11639.96	139679.49
5591A	Power Plant Engineer II-A	Step A	52.4973	4199.78	9099.53	109194.38
		Step B	55.1222	4409.78	9554.51	114654.18
		Step C	57.8783	4630.26	10032.24	120386.86
		Step D	60.7722	4861.78	10533.85	126406.18
		Step E	63.8108	5104.86	11060.54	132726.46
		Step F	67.0014	5360.11	11613.58	139362.91
		Step G	70.3514	5628.11	12194.24	146330.91
		Step H	73.8690	5909.52	12803.96	153647.52

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5526A	Power Plant Mechanic-A	Step A	47.0667	3765.34	8158.23	97898.74
		Step B	49.4201	3953.61	8566.15	102793.81
		Step C	51.8911	4151.29	8994.46	107933.49
		Step D	54.4856	4358.85	9444.17	113330.05
		Step E	57.2099	4576.79	9916.38	118996.59
		Step F	60.0703	4805.62	10412.19	124946.22
		Step G	63.0739	5045.91	10932.81	131193.71
		Step H	66.2276	5298.21	11479.45	137753.41
5522A	Power Plant Operator Technician I-A	Step A	44.8253	3586.02	7769.72	93236.62
		Step B	47.0667	3765.34	8158.23	97898.74
		Step C	49.4199	3953.59	8566.12	102793.39
		Step D	51.8910	4151.28	8994.44	107933.28
		Step E	54.4855	4358.84	9444.15	113329.84
		Step F	57.2098	4576.78	9916.37	118996.38
		Step G	60.0703	4805.62	10412.19	124946.22
		Step H	63.0739	5045.91	10932.81	131193.71

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5523A	Power Plant Operator Technician II-A	Step A	49.3080	3944.64	8546.72	102560.64
		Step B	51.7734	4141.87	8974.06	107688.67
		Step C	54.3621	4348.97	9422.76	113073.17
		Step D	57.0801	4566.41	9893.88	118726.61
		Step E	59.9341	4794.73	10388.58	124662.93
		Step F	62.9309	5034.47	10908.02	130896.27
		Step G	66.0775	5286.20	11453.43	137441.20
		Step H	69.3812	5550.50	12026.07	144312.90
5401A	Predictive Maintenance Technician I-A	Step A	34.4869	2758.95	5977.73	71732.75
		Step B	36.2113	2896.90	6276.63	75319.50
		Step C	38.0219	3041.75	6590.46	79085.55
		Step D	39.9230	3193.84	6919.99	83039.84
		Step E	41.9191	3353.53	7265.98	87191.73
		Step F	44.0151	3521.21	7629.28	91551.41
		Step G	46.2158	3697.26	8010.74	96128.86
		Step H	48.5266	3882.13	8411.28	100935.33

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5402A	Predictive Maintenance Technician II-A	Step A	37.9355	3034.84	6575.49	78905.84
		Step B	39.8323	3186.58	6904.27	82851.18
		Step C	41.8239	3345.91	7249.48	86993.71
		Step D	43.9151	3513.21	7611.95	91343.41
		Step E	46.1109	3688.87	7992.56	95910.67
		Step F	48.4164	3873.31	8392.18	100706.11
		Step G	50.8372	4066.98	8811.78	105741.38
		Step H	53.3791	4270.33	9252.38	111028.53
5533A	Preventative Maintenance Coordinator-A	Step A	31.8913	2551.30	5527.83	66333.90
		Step B	33.4859	2678.87	5804.22	69650.67
		Step C	35.1602	2812.82	6094.43	73133.22
		Step D	36.9182	2953.46	6399.15	76789.86
		Step E	38.7641	3101.13	6719.11	80629.33
		Step F	40.7023	3256.18	7055.07	84660.78
		Step G	42.7374	3418.99	7407.82	88893.79
		Step H	44.8743	3589.94	7778.21	93338.54

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5500A	Preventative Maintenance Technician I-A	Step A	29.9887	2399.10	5198.04	62376.50
		Step B	31.4882	2519.06	5457.95	65495.46
		Step C	33.0626	2645.01	5730.85	68770.21
		Step D	34.7157	2777.26	6017.39	72208.66
		Step E	36.4515	2916.12	6318.26	75819.12
		Step F	38.2741	3061.93	6634.18	79610.13
		Step G	40.1878	3215.02	6965.89	83590.62
		Step H	42.1972	3375.78	7314.18	87770.18
5502A	Preventative Maintenance Technician II-A	Step A	32.9876	2639.01	5717.85	68614.21
		Step B	34.6370	2770.96	6003.75	72044.96
		Step C	36.3689	2909.51	6303.94	75647.31
		Step D	38.1873	3054.98	6619.13	79429.58
		Step E	40.0967	3207.74	6950.09	83401.14
		Step F	42.1015	3368.12	7297.59	87571.12
		Step G	44.2066	3536.53	7662.48	91949.73
		Step H	46.4169	3713.35	8045.60	96547.15

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7020A	SCADA System Technician-A	Step A	37.9355	3034.84	6575.49	78905.84
		Step B	39.8323	3186.58	6904.27	82851.18
		Step C	41.8239	3345.91	7249.48	86993.71
		Step D	43.9151	3513.21	7611.95	91343.41
		Step E	46.1109	3688.87	7992.56	95910.67
		Step F	48.4164	3873.31	8392.18	100706.11
		Step G	50.8372	4066.98	8811.78	105741.38
		Step H	53.3791	4270.33	9252.38	111028.53
7118A	Senior Electric Line Technician-A	Step A	59.3428	4747.42	10286.09	123433.02
		Step B	62.3099	4984.79	10800.38	129604.59
		Step C	65.4254	5234.03	11340.40	136084.83
		Step D	68.6967	5495.74	11907.43	142889.14
		Step E	72.1315	5770.52	12502.79	150033.52
		Step F	75.7382	6059.06	13127.95	157535.46
		Step G	79.5251	6362.01	13784.35	165412.21
		Step H	83.5012	6680.10	14473.54	173682.50

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7169A	Senior Electric Materials Technician-A	Step A	37.5244	3001.95	6504.23	78050.75
		Step B	39.4005	3152.04	6829.42	81953.04
		Step C	41.3706	3309.65	7170.90	86050.85
		Step D	43.4391	3475.13	7529.44	90353.33
		Step E	45.6111	3648.89	7905.92	94871.09
		Step F	47.8916	3831.33	8301.21	99614.53
		Step G	50.2862	4022.90	8716.27	104595.30
		Step H	52.8005	4224.04	9152.09	109825.04
1036A	Senior Electric Metering Systems Technician - A	Step A	55.8687	4469.50	9683.91	116206.90
		Step B	58.6622	4692.98	10168.11	122017.38
		Step C	61.5953	4927.62	10676.52	128118.22
		Step D	64.6751	5174.01	11210.35	134524.21
		Step E	67.9088	5432.70	11770.86	141250.30
		Step F	71.3043	5704.34	12359.41	148312.94
		Step G	74.8695	5989.56	12977.38	155728.56
		Step H	78.6130	6289.04	13626.25	163515.04

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7126A	Senior Electric Substation Technician-A	Step A	57.0544	4564.35	9889.43	118673.15
		Step B	59.9072	4792.58	10383.91	124606.98
		Step C	62.9024	5032.19	10903.08	130836.99
		Step D	66.0477	5283.82	11448.27	137379.22
		Step E	69.3501	5548.01	12020.68	144248.21
		Step F	72.8175	5825.40	12621.70	151460.40
		Step G	76.4585	6116.68	13252.81	159033.68
		Step H	80.2813	6422.50	13915.43	166985.10
7168A	Senior Electric System Dispatcher-A	Step A	65.2770	5222.16	11314.68	135776.16
		Step B	68.5409	5483.27	11880.42	142565.07
		Step C	71.9678	5757.42	12474.42	149693.02
		Step D	75.5663	6045.30	13098.16	157177.90
		Step E	79.3446	6347.57	13753.06	165036.77
		Step F	83.3118	6664.94	14440.71	173288.54
		Step G	87.4774	6998.19	15162.75	181952.99
		Step H	91.8513	7348.10	15920.89	191050.70

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IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7170A	Senior Electronic Technician-A	Step A	41.7292	3338.34	7233.06	86796.74
		Step B	43.8157	3505.26	7594.72	91136.66
		Step C	46.0064	3680.51	7974.44	95693.31
		Step D	48.3068	3864.54	8373.18	100478.14
		Step E	50.7221	4057.77	8791.83	105501.97
		Step F	53.2582	4260.66	9231.42	110777.06
		Step G	55.9211	4473.69	9692.99	116315.89
		Step H	58.7172	4697.38	10177.65	122131.78
7205A	Senior Plant and Equipment Mechanic-A	Step A	32.4886	2599.09	5631.36	67576.29
		Step B	34.1129	2729.03	5912.90	70954.83
		Step C	35.8187	2865.50	6208.57	74502.90
		Step D	37.6097	3008.78	6519.01	78228.18
		Step E	39.4901	3159.21	6844.95	82139.41
		Step F	41.4646	3317.17	7187.20	86246.37
		Step G	43.5378	3483.02	7546.55	90558.62
		Step H	45.7147	3657.18	7923.88	95086.58

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IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7152A	Senior Power Plant Operator Technician-A	Step A	54.2386	4339.09	9401.36	112816.29
		Step B	56.9507	4556.06	9871.45	118457.46
		Step C	59.7982	4783.86	10365.02	124380.26
		Step D	62.7881	5023.05	10883.27	130599.25
		Step E	65.9275	5274.20	11427.43	137129.20
		Step F	69.2239	5537.91	11998.81	143985.71
		Step G	72.6851	5814.81	12598.75	151185.01
		Step H	76.3194	6105.55	13228.70	158744.35
7284A	Senior Preventative Maintenance Technician-A	Step A	41.8235	3345.88	7249.41	86992.88
		Step B	43.9147	3513.18	7611.88	91342.58
		Step C	46.1105	3688.84	7992.49	95909.84
		Step D	48.4160	3873.28	8392.11	100705.28
		Step E	50.8368	4066.94	8811.71	105740.54
		Step F	53.3786	4270.29	9252.29	111027.49
		Step G	56.0475	4483.80	9714.90	116578.80
		Step H	58.8499	4707.99	10200.65	122407.79

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IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9559A	Senior SCADA System Technician-A	Step A	41.7291	3338.33	7233.04	86796.53
		Step B	43.8156	3505.25	7594.70	91136.45
		Step C	46.0063	3680.50	7974.43	95693.10
		Step D	48.3066	3864.53	8373.14	100477.73
		Step E	50.7220	4057.76	8791.81	105501.76
		Step F	53.2581	4260.65	9231.40	110776.85
		Step G	55.9210	4473.68	9692.97	116315.68
		Step H	58.7170	4697.36	10177.61	122131.36
7202A	Senior Wastewater Utility Maintenance Worker-A	Step A	28.9289	2314.31	5014.34	60172.11
		Step B	30.3754	2430.03	5265.07	63180.83
		Step C	31.8942	2551.54	5528.33	66339.94
		Step D	33.4889	2679.11	5804.74	69656.91
		Step E	35.1633	2813.06	6094.97	73139.66
		Step F	36.9214	2953.71	6399.71	76796.51
		Step G	38.7675	3101.40	6719.70	80636.40
		Step H	40.7059	3256.47	7055.69	84668.27

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IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7204A	Senior Water Distribution Worker-A	Step A	28.9289	2314.31	5014.34	60172.11
		Step B	30.3754	2430.03	5265.07	63180.83
		Step C	31.8942	2551.54	5528.33	66339.94
		Step D	33.4889	2679.11	5804.74	69656.91
		Step E	35.1633	2813.06	6094.97	73139.66
		Step F	36.9214	2953.71	6399.71	76796.51
		Step G	38.7675	3101.40	6719.70	80636.40
		Step H	40.7059	3256.47	7055.69	84668.27
2375A	Traffic Signal Maintenance Worker I-A	Step A	26.2505	2100.04	4550.09	54601.04
		Step B	27.5631	2205.05	4777.60	57331.25
		Step C	28.9412	2315.30	5016.47	60197.70
		Step D	30.3882	2431.06	5267.29	63207.46
		Step E	31.9077	2552.62	5530.67	66368.02
		Step F	33.5029	2680.23	5807.17	69686.03
		Step G	35.1782	2814.26	6097.55	73170.66
		Step H	36.9371	2954.97	6402.43	76829.17

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2376A	Traffic Signal Maintenance Worker II-A	Step A	28.8755	2310.04	5005.09	60061.04
		Step B	30.3194	2425.55	5255.36	63064.35
		Step C	31.8353	2546.82	5518.12	66217.42
		Step D	33.4270	2674.16	5794.01	69528.16
		Step E	35.0984	2807.87	6083.72	73004.67
		Step F	36.8533	2948.26	6387.91	76654.86
		Step G	38.6959	3095.67	6707.29	80487.47
		Step H	40.6308	3250.46	7042.67	84512.06
9027A	Wastewater Utility Maintenance Worker I-A	Step A	23.8648	1909.18	4136.57	49638.78
		Step B	25.0581	2004.65	4343.40	52120.85
		Step C	26.3110	2104.88	4560.57	54726.88
		Step D	27.6265	2210.12	4788.59	57463.12
		Step E	29.0079	2320.63	5028.04	60336.43
		Step F	30.4583	2436.66	5279.44	63353.26
		Step G	31.9812	2558.50	5543.41	66520.90
		Step H	33.5803	2686.42	5820.59	69847.02

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9029A	Wastewater Utility Maintenance Worker II-A	Step A	26.2508	2100.06	4550.14	54601.66
		Step B	27.5634	2205.07	4777.66	57331.87
		Step C	28.9415	2315.32	5016.53	60198.32
		Step D	30.3885	2431.08	5267.34	63208.08
		Step E	31.9080	2552.64	5530.72	66368.64
		Step F	33.5033	2680.26	5807.24	69686.86
		Step G	35.1786	2814.29	6097.62	73171.49
		Step H	36.9375	2955.00	6402.50	76830.00
9078A	Water Conservation Specialist-A	Step A	28.9289	2314.31	5014.34	60172.11
		Step B	30.3754	2430.03	5265.07	63180.83
		Step C	31.8942	2551.54	5528.33	66339.94
		Step D	33.4889	2679.11	5804.74	69656.91
		Step E	35.1633	2813.06	6094.97	73139.66
		Step F	36.9214	2953.71	6399.71	76796.51
		Step G	38.7675	3101.40	6719.70	80636.40
		Step H	40.7059	3256.47	7055.69	84668.27

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IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9049A	Water Conservation Worker I-A	Step A	23.8648	1909.18	4136.57	49638.78
		Step B	25.0581	2004.65	4343.40	52120.85
		Step C	26.3110	2104.88	4560.57	54726.88
		Step D	27.6265	2210.12	4788.59	57463.12
		Step E	29.0079	2320.63	5028.04	60336.43
		Step F	30.4583	2436.66	5279.44	63353.26
		Step G	31.9812	2558.50	5543.41	66520.90
		Step H	33.5803	2686.42	5820.59	69847.02
9051A	Water Conservation Worker II-A	Step A	26.2508	2100.06	4550.14	54601.66
		Step B	27.5634	2205.07	4777.66	57331.87
		Step C	28.9415	2315.32	5016.53	60198.32
		Step D	30.3885	2431.08	5267.34	63208.08
		Step E	31.9080	2552.64	5530.72	66368.64
		Step F	33.5033	2680.26	5807.24	69686.86
		Step G	35.1786	2814.29	6097.62	73171.49
		Step H	36.9375	2955.00	6402.50	76830.00

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Appendix:F
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IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9246A	Water Distribution Worker I-A	Step A	23.8648	1909.18	4136.57	49638.78
		Step B	25.0581	2004.65	4343.40	52120.85
		Step C	26.3110	2104.88	4560.57	54726.88
		Step D	27.6265	2210.12	4788.59	57463.12
		Step E	29.0079	2320.63	5028.04	60336.43
		Step F	30.4583	2436.66	5279.44	63353.26
		Step G	31.9812	2558.50	5543.41	66520.90
		Step H	33.5803	2686.42	5820.59	69847.02
9248A	Water Distribution Worker II-A	Step A	26.2508	2100.06	4550.14	54601.66
		Step B	27.5634	2205.07	4777.66	57331.87
		Step C	28.9415	2315.32	5016.53	60198.32
		Step D	30.3885	2431.08	5267.34	63208.08
		Step E	31.9080	2552.64	5530.72	66368.64
		Step F	33.5033	2680.26	5807.24	69686.86
		Step G	35.1786	2814.29	6097.62	73171.49
		Step H	36.9375	2955.00	6402.50	76830.00

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Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:F
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IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
0150B	Electric Apprentice Line Technician-B	Step A	49.3402	3947.22	8552.30	102627.62
		Step B	53.1357	4250.86	9210.19	110522.26
		Step C	56.9311	4554.49	9868.06	118416.69
		Step D	60.7265	4858.12	10525.93	126311.12
		Step E	64.5220	5161.76	11183.81	134205.76
		Step F	68.3173	5465.38	11841.67	142099.98
1086B	Electric Apprentice Metering System Technician-B	Step A	46.4527	3716.22	8051.80	96621.62
		Step B	50.0260	4002.08	8671.17	104054.08
		Step C	53.5993	4287.94	9290.55	111486.54
		Step D	57.1726	4573.81	9909.92	118919.01
		Step E	60.7458	4859.66	10529.27	126351.26
		Step F	64.3191	5145.53	11148.64	133783.73

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Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:F
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IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1084B	Electric Apprentice Substation Technician-B	Step A	40.1419	3211.35	6957.93	83495.15
		Step B	43.7911	3503.29	7590.46	91085.49
		Step C	47.4404	3795.23	8223.00	98676.03
		Step D	51.0896	4087.17	8855.53	106266.37
		Step E	54.7389	4379.11	9488.08	113856.91
		Step F	58.3882	4671.06	10120.62	121447.46
		Step G	62.0374	4962.99	10753.15	129037.79
		Step H	65.6867	5254.94	11385.69	136628.34

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Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:F
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IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2328B	Electric Drafting Technician I-B	Step A	32.1965	2575.72	5580.73	66968.72
		Step B	32.9914	2639.31	5718.51	68622.11
		Step C	33.8062	2704.50	5859.74	70316.90
		Step D	34.6410	2771.28	6004.44	72053.28
		Step E	35.4965	2839.72	6152.73	73832.72
		Step F	36.3731	2909.85	6304.67	75656.05
		Step G	37.2713	2981.70	6460.36	77524.30
		Step H	38.1918	3055.34	6619.91	79438.94
		Step I	39.1349	3130.79	6783.38	81400.59
		Step J	40.1014	3208.11	6950.91	83410.91
		Step K	41.0917	3287.34	7122.56	85470.74
		Step L	42.1065	3368.52	7298.46	87581.52
		Step M	43.1463	3451.70	7478.69	89744.30
		Step N	44.2118	3536.94	7663.38	91960.54
		Step O	45.3037	3624.30	7852.64	94231.70

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Appendix:F
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IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2330B	Electric Drafting Technician II-B	Step A	35.4150	2833.20	6138.60	73663.20
		Step B	36.2896	2903.17	6290.20	75482.37
		Step C	37.1858	2974.86	6445.54	77346.46
		Step D	38.1041	3048.33	6604.71	79256.53
		Step E	39.0451	3123.61	6767.82	81213.81
		Step F	40.0093	3200.74	6934.95	83219.34
		Step G	40.9973	3279.78	7106.20	85274.38
		Step H	42.0099	3360.79	7281.72	87380.59
		Step I	43.0472	3443.78	7461.51	89538.18
		Step J	44.1104	3528.83	7645.80	91749.63
		Step K	45.1997	3615.98	7834.61	94015.38
		Step L	46.3158	3705.26	8028.07	96336.86
		Step M	47.4596	3796.77	8226.33	98715.97
		Step N	48.6317	3890.54	8429.49	101153.94
		Step O	49.8326	3986.61	8637.65	103651.81

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Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:F
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IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2340B	Electric Engineering Technician I-B	Step A	40.3298	3226.38	6990.50	83885.98
		Step B	41.3255	3306.04	7163.09	85957.04
		Step C	42.3461	3387.69	7339.99	88079.89
		Step D	43.3919	3471.35	7521.26	90255.15
		Step E	44.4634	3557.07	7706.99	92483.87
		Step F	45.5615	3644.92	7897.33	94767.92
		Step G	46.6867	3734.94	8092.36	97108.34
		Step H	47.8396	3827.17	8292.20	99506.37
		Step I	49.0211	3921.69	8496.99	101963.89
		Step J	50.2316	4018.53	8706.81	104481.73
		Step K	51.4721	4117.77	8921.83	107061.97
		Step L	52.7432	4219.46	9142.15	109705.86
		Step M	54.0458	4323.66	9367.94	112415.26
		Step N	55.3804	4430.43	9599.27	115191.23
		Step O	56.7481	4539.85	9836.34	118036.05

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Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:F
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IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2345B	Electric Engineering Technician II-B	Step A	44.3627	3549.02	7689.53	92274.42
		Step B	45.4581	3636.65	7879.40	94552.85
		Step C	46.5807	3726.46	8073.99	96887.86
		Step D	47.7311	3818.49	8273.39	99280.69
		Step E	48.9098	3912.78	8477.70	101732.38
		Step F	50.1177	4009.42	8687.07	104244.82
		Step G	51.3552	4108.42	8901.57	106818.82
		Step H	52.6235	4209.88	9121.41	109456.88
		Step I	53.9231	4313.85	9346.67	112160.05
		Step J	55.2548	4420.38	9577.50	114929.98
		Step K	56.6192	4529.54	9813.99	117767.94
		Step L	58.0175	4641.40	10056.37	120676.40
		Step M	59.4503	4756.02	10304.72	123656.62
		Step N	60.9184	4873.47	10559.19	126710.27
		Step O	62.4229	4993.83	10819.97	129839.63
2285B	Electric Line Technician-B	Step A	75.9081	6072.65	13157.40	157888.85

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Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:F
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IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2286B	Electric Line Troubleshooter-B	Step A	56.6450	4531.60	9818.47	117821.60
		Step B	58.0440	4643.52	10060.96	120731.52
		Step C	59.4774	4758.19	10309.42	123712.99
		Step D	60.9461	4875.69	10563.99	126767.89
		Step E	62.4512	4996.10	10824.87	129898.50
		Step F	63.9935	5119.48	11092.21	133106.48
		Step G	65.5739	5245.91	11366.14	136393.71
		Step H	67.1933	5375.46	11646.84	139762.06
		Step I	68.8527	5508.22	11934.47	143213.62
		Step J	70.5529	5644.23	12229.17	146750.03
		Step K	72.2953	5783.62	12531.19	150374.22
		Step L	74.0807	5926.46	12840.65	154087.86
		Step M	75.9100	6072.80	13157.73	157892.80
		Step N	77.7848	6222.78	13482.70	161792.38
		Step O	79.7057	6376.46	13815.65	165787.86

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Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:F
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IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2210B	Electric Materials Technician I-B	Step A	31.0119	2480.95	5375.40	64504.75
		Step B	31.7775	2542.20	5508.10	66097.20
		Step C	32.5623	2604.98	5644.13	67729.58
		Step D	33.3664	2669.31	5783.51	69402.11
		Step E	34.1905	2735.24	5926.35	71116.24
		Step F	35.0348	2802.78	6072.70	72872.38
		Step G	35.9000	2872.00	6222.67	74672.00
		Step H	36.7865	2942.92	6376.33	76515.92
		Step I	37.6951	3015.61	6533.82	78405.81
		Step J	38.6259	3090.07	6695.16	80341.87
		Step K	39.5798	3166.38	6860.50	82325.98
		Step L	40.5572	3244.58	7029.91	84358.98
		Step M	41.5589	3324.71	7203.54	86442.51
		Step N	42.5851	3406.81	7381.42	88577.01
		Step O	43.6368	3490.94	7563.71	90764.54

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2212B	Electric Materials Technician II-B	Step A	34.1130	2729.04	5912.92	70955.04
		Step B	34.9553	2796.42	6058.92	72707.02
		Step C	35.8185	2865.48	6208.54	74502.48
		Step D	36.7031	2936.25	6361.87	76342.45
		Step E	37.6096	3008.77	6519.00	78227.97
		Step F	38.5383	3083.06	6679.97	80159.66
		Step G	39.4900	3159.20	6844.93	82139.20
		Step H	40.4652	3237.22	7013.97	84167.62
		Step I	41.4646	3317.17	7187.20	86246.37
		Step J	42.4885	3399.08	7364.67	88376.08
		Step K	43.5377	3483.02	7546.53	90558.42
		Step L	44.6129	3569.03	7732.90	92794.83
		Step M	45.7147	3657.18	7923.88	95086.58
		Step N	46.8436	3747.49	8119.56	97434.69
		Step O	48.0005	3840.04	8320.09	99841.04
1085B	Electric Metering System Technician-B	Step A	71.4657	5717.26	12387.39	148648.66

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2421B	Electric Pre-Apprentice-B	Step A	32.0712	2565.70	5559.01	66708.10
		Step B	34.5382	2763.06	5986.62	71839.46
		Step C	37.0052	2960.42	6414.23	76970.82
		Step D	39.4722	3157.78	6841.85	82102.18
		Step E	41.9393	3355.14	7269.48	87233.74
		Step F	44.4063	3552.50	7697.09	92365.10

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2254B	Electric Preventive Data System Technician-B	Step A	28.1926	2255.41	4886.72	58640.61
		Step B	28.8886	2311.09	5007.36	60088.29
		Step C	29.6021	2368.17	5131.03	61572.37
		Step D	30.3331	2426.65	5257.74	63092.85
		Step E	31.0822	2486.58	5387.58	64650.98
		Step F	31.8498	2547.98	5520.63	66247.58
		Step G	32.6363	2610.90	5656.96	67883.50
		Step H	33.4422	2675.38	5796.65	69559.78
		Step I	34.2682	2741.46	5939.82	71277.86
		Step J	35.1143	2809.14	6086.48	73037.74
		Step K	35.9816	2878.53	6236.81	74841.73
		Step L	36.8701	2949.61	6390.82	76689.81
		Step M	37.7807	3022.46	6548.65	78583.86
		Step N	38.7138	3097.10	6710.39	80524.70
		Step O	39.6698	3173.58	6876.10	82513.18
1083B	Electric Substation Technician-B	Step A	72.9852	5838.82	12650.77	151809.22

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2350B	Electric System Dispatcher-B	Step A	59.3428	4747.42	10286.09	123433.02
		Step B	60.8080	4864.64	10540.05	126480.64
		Step C	62.3097	4984.78	10800.35	129604.18
		Step D	63.8484	5107.87	11067.06	132804.67
		Step E	65.4253	5234.02	11340.39	136084.62
		Step F	67.0409	5363.27	11620.42	139445.07
		Step G	68.6965	5495.72	11907.39	142888.72
		Step H	70.3931	5631.45	12201.47	146417.65
		Step I	72.1313	5770.50	12502.76	150033.10
		Step J	73.9126	5913.01	12811.52	153738.21
		Step K	75.7381	6059.05	13127.94	157535.25
		Step L	77.6084	6208.67	13452.12	161425.47
		Step M	79.5250	6362.00	13784.33	165412.00
		Step N	81.4889	6519.11	14124.74	169496.91
		Step O	83.5012	6680.10	14473.54	173682.50

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2359B	Electric Technology System Technician-B	Step A	49.3080	3944.64	8546.72	102560.64
		Step B	50.5253	4042.02	8757.72	105092.62
		Step C	51.7731	4141.85	8974.00	107688.05
		Step D	53.0517	4244.14	9195.63	110347.54
		Step E	54.3618	4348.94	9422.71	113072.54
		Step F	55.7044	4456.35	9655.43	115865.15
		Step G	57.0800	4566.40	9893.87	118726.40
		Step H	58.4896	4679.17	10138.20	121658.37
		Step I	59.9340	4794.72	10388.56	124662.72
		Step J	61.4140	4913.12	10645.09	127741.12
		Step K	62.9307	5034.46	10907.99	130895.86
		Step L	64.4849	5158.79	11177.38	134128.59
		Step M	66.0774	5286.19	11453.42	137440.99
		Step N	67.7091	5416.73	11736.24	140834.93
		Step O	69.3812	5550.50	12026.07	144312.90

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9250B	Electric Utility Inspection Technician-B	Step A	49.0436	3923.49	8500.89	102010.69
		Step B	50.2545	4020.36	8710.78	104529.36
		Step C	51.4956	4119.65	8925.90	107110.85
		Step D	52.7672	4221.38	9146.31	109755.78
		Step E	54.0704	4325.63	9372.20	112466.43
		Step F	55.4057	4432.46	9603.65	115243.86
		Step G	56.7739	4541.91	9840.81	118089.71
		Step H	58.1759	4654.07	10083.82	121005.87
		Step I	59.6127	4769.02	10332.87	123994.42
		Step J	61.0848	4886.78	10588.03	127056.38
		Step K	62.5933	5007.46	10849.51	130194.06
		Step L	64.1390	5131.12	11117.43	133409.12
		Step M	65.7231	5257.85	11392.00	136704.05
		Step N	67.3461	5387.69	11673.32	140079.89
		Step O	69.0092	5520.74	11961.59	143539.14

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2380B	Electronics Technician I-B	Step A	32.1421	2571.37	5571.30	66855.57
		Step B	32.9359	2634.87	5708.89	68506.67
		Step C	33.7493	2699.94	5849.88	70198.54
		Step D	34.5827	2766.62	5994.33	71932.02
		Step E	35.4367	2834.94	6142.36	73708.34
		Step F	36.3118	2904.94	6294.05	75528.54
		Step G	37.2085	2976.68	6449.47	77393.68
		Step H	38.1274	3050.19	6608.75	79304.99
		Step I	39.0690	3125.52	6771.96	81263.52
		Step J	40.0338	3202.70	6939.19	83270.30
		Step K	41.0225	3281.80	7110.57	85326.80
		Step L	42.0356	3362.85	7286.17	87434.05
		Step M	43.0736	3445.89	7466.09	89593.09
		Step N	44.1374	3530.99	7650.48	91805.79
		Step O	45.2273	3618.18	7839.40	94072.78

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2385B	Electronics Technician II-B	Step A	35.3563	2828.50	6128.43	73541.10
		Step B	36.2294	2898.35	6279.76	75357.15
		Step C	37.1240	2969.92	6434.83	77217.92
		Step D	38.0409	3043.27	6593.76	79125.07
		Step E	38.9803	3118.42	6756.59	81079.02
		Step F	39.9430	3195.44	6923.45	83081.44
		Step G	40.9294	3274.35	7094.43	85133.15
		Step H	41.9401	3355.21	7269.62	87235.41
		Step I	42.9758	3438.06	7449.14	89389.66
		Step J	44.0372	3522.98	7633.11	91597.38
		Step K	45.1246	3609.97	7821.60	93859.17
		Step L	46.2390	3699.12	8014.76	96177.12
		Step M	47.3810	3790.48	8212.71	98552.48
		Step N	48.5511	3884.09	8415.52	100986.29
		Step O	49.7500	3980.00	8623.33	103480.00

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1037B	Environmental Utilities Instrument and Control Technician I - B	Step A	32.1421	2571.37	5571.30	66855.57
		Step B	32.9359	2634.87	5708.89	68506.67
		Step C	33.7493	2699.94	5849.88	70198.54
		Step D	34.5827	2766.62	5994.33	71932.02
		Step E	35.4367	2834.94	6142.36	73708.34
		Step F	36.3118	2904.94	6294.05	75528.54
		Step G	37.2085	2976.68	6449.47	77393.68
		Step H	38.1274	3050.19	6608.75	79304.99
		Step I	39.0690	3125.52	6771.96	81263.52
		Step J	40.0338	3202.70	6939.19	83270.30
		Step K	41.0225	3281.80	7110.57	85326.80
		Step L	42.0356	3362.85	7286.17	87434.05
		Step M	43.0736	3445.89	7466.09	89593.09
		Step N	44.1374	3530.99	7650.48	91805.79
		Step O	45.2273	3618.18	7839.40	94072.78

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IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1038B	Environmental Utilities Instrument and Control Technician II - B	Step A	35.3563	2828.50	6128.43	73541.10
		Step B	36.2294	2898.35	6279.76	75357.15
		Step C	37.1240	2969.92	6434.83	77217.92
		Step D	38.0409	3043.27	6593.76	79125.07
		Step E	38.9803	3118.42	6756.59	81079.02
		Step F	39.9430	3195.44	6923.45	83081.44
		Step G	40.9294	3274.35	7094.43	85133.15
		Step H	41.9401	3355.21	7269.62	87235.41
		Step I	42.9758	3438.06	7449.14	89389.66
		Step J	44.0372	3522.98	7633.11	91597.38
		Step K	45.1246	3609.97	7821.60	93859.17
		Step L	46.2390	3699.12	8014.76	96177.12
		Step M	47.3810	3790.48	8212.71	98552.48
		Step N	48.5511	3884.09	8415.52	100986.29
		Step O	49.7500	3980.00	8623.33	103480.00

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IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1082B	Generation Maintenance Scheduler-Coordinator-B	Step A	41.2768	3302.14	7154.65	85855.74
		Step B	42.2959	3383.67	7331.29	87975.47
		Step C	43.3404	3467.23	7512.34	90148.03
		Step D	44.4107	3552.86	7697.85	92374.26
		Step E	45.5075	3640.60	7887.97	94655.60
		Step F	46.6313	3730.50	8082.76	96993.10
		Step G	47.7829	3822.63	8282.37	99388.43
		Step H	48.9629	3917.03	8486.90	101842.83
		Step I	50.1721	4013.77	8696.50	104357.97
		Step J	51.4111	4112.89	8911.26	106935.09
		Step K	52.6807	4214.46	9131.32	109575.86
		Step L	53.9817	4318.54	9356.83	112281.94
		Step M	55.3148	4425.18	9587.90	115054.78
		Step N	56.6808	4534.46	9824.67	117896.06
		Step O	58.0806	4646.45	10067.30	120807.65

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
3608B	Instrument and Control Technician-B	Step A	51.7746	4141.97	8974.26	107691.17
		Step B	53.0530	4244.24	9195.85	110350.24
		Step C	54.3631	4349.05	9422.94	113075.25
		Step D	55.7056	4456.45	9655.64	115867.65
		Step E	57.0814	4566.51	9894.11	118729.31
		Step F	58.4911	4679.29	10138.46	121661.49
		Step G	59.9355	4794.84	10388.82	124665.84
		Step H	61.4156	4913.25	10645.37	127744.45
		Step I	62.9323	5034.58	10908.27	130899.18
		Step J	64.4865	5158.92	11177.66	134131.92
		Step K	66.0790	5286.32	11453.69	137444.32
		Step L	67.7108	5416.86	11736.54	140838.46
		Step M	69.3829	5550.63	12026.37	144316.43
		Step N	71.0963	5687.70	12323.36	147880.30
		Step O	72.8521	5828.17	12627.70	151532.37

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
4520B	Materials Technician-B	Step A	32.4886	2599.09	5631.36	67576.29
		Step B	33.2908	2663.26	5770.41	69244.86
		Step C	34.1128	2729.02	5912.89	70954.62
		Step D	34.9553	2796.42	6058.92	72707.02
		Step E	35.8185	2865.48	6208.54	74502.48
		Step F	36.7031	2936.25	6361.87	76342.45
		Step G	37.6096	3008.77	6519.00	78227.97
		Step H	38.5383	3083.06	6679.97	80159.66
		Step I	39.4900	3159.20	6844.93	82139.20
		Step J	40.4652	3237.22	7013.97	84167.62
		Step K	41.4646	3317.17	7187.20	86246.37
		Step L	42.4885	3399.08	7364.67	88376.08
		Step M	43.5377	3483.02	7546.53	90558.42
		Step N	44.6130	3569.04	7732.92	92795.04
		Step O	45.7147	3657.18	7923.88	95086.58

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5316B	Plant and Equipment Maintenance Worker I-B	Step A	22.1901	1775.21	3846.28	46155.41
		Step B	22.7381	1819.05	3941.27	47295.25
		Step C	23.2996	1863.97	4038.60	48463.17
		Step D	23.8750	1910.00	4138.33	49660.00
		Step E	24.4645	1957.16	4240.51	50886.16
		Step F	25.0687	2005.50	4345.24	52142.90
		Step G	25.6877	2055.02	4452.53	53430.42
		Step H	26.3222	2105.78	4562.51	54750.18
		Step I	26.9722	2157.78	4675.18	56102.18
		Step J	27.6383	2211.06	4790.64	57487.66
		Step K	28.3208	2265.66	4908.94	58907.26
		Step L	29.0202	2321.62	5030.17	60362.02
		Step M	29.7369	2378.95	5154.40	61852.75
		Step N	30.4712	2437.70	5281.67	63380.10
		Step O	31.2238	2497.90	5412.13	64945.50

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5319B	Plant and Equipment Maintenance Worker II-B	Step A	24.4091	1952.73	4230.91	50770.93
		Step B	25.0119	2000.95	4335.40	52024.75
		Step C	25.6295	2050.36	4442.45	53309.36
		Step D	26.2624	2100.99	4552.15	54625.79
		Step E	26.9110	2152.88	4664.57	55974.88
		Step F	27.5755	2206.04	4779.75	57357.04
		Step G	28.2565	2260.52	4897.79	58773.52
		Step H	28.9543	2316.34	5018.75	60224.94
		Step I	29.6695	2373.56	5142.71	61712.56
		Step J	30.4022	2432.18	5269.71	63236.58
		Step K	31.1529	2492.23	5399.84	64798.03
		Step L	31.9223	2553.78	5533.20	66398.38
		Step M	32.7106	2616.85	5669.84	68038.05
		Step N	33.5185	2681.48	5809.87	69718.48
		Step O	34.3462	2747.70	5953.34	71440.10

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5327B	Plant and Equipment Mechanic I-B	Step A	26.8502	2148.02	4654.03	55848.42
		Step B	27.5131	2201.05	4768.94	57227.25
		Step C	28.1925	2255.40	4886.70	58640.40
		Step D	28.8886	2311.09	5007.36	60088.29
		Step E	29.6021	2368.17	5131.03	61572.37
		Step F	30.3331	2426.65	5257.74	63092.85
		Step G	31.0822	2486.58	5387.58	64650.98
		Step H	31.8498	2547.98	5520.63	66247.58
		Step I	32.6363	2610.90	5656.96	67883.50
		Step J	33.4423	2675.38	5796.67	69559.98
		Step K	34.2682	2741.46	5939.82	71277.86
		Step L	35.1145	2809.16	6086.51	73038.16
		Step M	35.9816	2878.53	6236.81	74841.73
		Step N	36.8702	2949.62	6390.83	76690.02
		Step O	37.7808	3022.46	6548.67	78584.06

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5328B	Plant and Equipment Mechanic II-B	Step A	29.5346	2362.77	5119.33	61431.97
		Step B	30.2638	2421.10	5245.73	62948.70
		Step C	31.0112	2480.90	5375.27	64503.30
		Step D	31.7770	2542.16	5508.01	66096.16
		Step E	32.5618	2604.94	5644.05	67728.54
		Step F	33.3659	2669.27	5783.42	69401.07
		Step G	34.1899	2735.19	5926.25	71114.99
		Step H	35.0342	2802.74	6072.59	72871.14
		Step I	35.8994	2871.95	6222.56	74670.75
		Step J	36.7859	2942.87	6376.22	76514.67
		Step K	37.6944	3015.55	6533.70	78404.35
		Step L	38.6252	3090.02	6695.03	80340.42
		Step M	39.5791	3166.33	6860.38	82324.53
		Step N	40.5566	3244.53	7029.81	84357.73
		Step O	41.5581	3324.65	7203.40	86440.85

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:F
Effective Date:02/26/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5595B	Power Engineer I-B	Step A	47.7248	3817.98	8272.30	99267.58
		Step B	48.9032	3912.26	8476.55	101718.66
		Step C	50.1108	4008.86	8685.87	104230.46
		Step D	51.3483	4107.86	8900.37	106804.46
		Step E	52.6163	4209.30	9120.16	109441.90
		Step F	53.9158	4313.26	9345.41	112144.86
		Step G	55.2472	4419.78	9576.18	114914.18
		Step H	56.6115	4528.92	9812.66	117751.92
		Step I	58.0096	4640.77	10055.00	120659.97
		Step J	59.4422	4755.38	10303.31	123639.78
		Step K	60.9102	4872.82	10557.77	126693.22
		Step L	62.4144	4993.15	10818.50	129821.95
		Step M	63.9558	5116.46	11085.67	133028.06
		Step N	65.5352	5242.82	11359.43	136313.22
		Step O	67.1536	5372.29	11639.96	139679.49

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:F
Effective Date:02/26/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5596B	Power Engineer II-B	Step A	52.4986	4199.89	9099.76	109197.09
		Step B	53.7949	4303.59	9324.45	111893.39
		Step C	55.1235	4409.88	9554.74	114656.88
		Step D	56.4847	4518.78	9790.68	117488.18
		Step E	57.8796	4630.37	10032.46	120389.57
		Step F	59.3090	4744.72	10280.23	123362.72
		Step G	60.7737	4861.90	10534.11	126409.30
		Step H	62.2744	4981.95	10794.23	129530.75
		Step I	63.8124	5104.99	11060.82	132729.79
		Step J	65.3882	5231.06	11333.95	136007.46
		Step K	67.0030	5360.24	11613.85	139366.24
		Step L	68.6577	5492.62	11900.67	142808.02
		Step M	70.3532	5628.26	12194.55	146334.66
		Step N	72.0906	5767.25	12495.70	149948.45
		Step O	73.8709	5909.67	12804.29	153651.47

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Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:F
Effective Date:02/26/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5590B	Power Plant Engineer I-B	Step A	47.7248	3817.98	8272.30	99267.58
		Step B	48.9032	3912.26	8476.55	101718.66
		Step C	50.1108	4008.86	8685.87	104230.46
		Step D	51.3483	4107.86	8900.37	106804.46
		Step E	52.6163	4209.30	9120.16	109441.90
		Step F	53.9158	4313.26	9345.41	112144.86
		Step G	55.2472	4419.78	9576.18	114914.18
		Step H	56.6115	4528.92	9812.66	117751.92
		Step I	58.0096	4640.77	10055.00	120659.97
		Step J	59.4422	4755.38	10303.31	123639.78
		Step K	60.9102	4872.82	10557.77	126693.22
		Step L	62.4144	4993.15	10818.50	129821.95
		Step M	63.9558	5116.46	11085.67	133028.06
		Step N	65.5352	5242.82	11359.43	136313.22
		Step O	67.1536	5372.29	11639.96	139679.49

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:F
Effective Date:02/26/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5591B	Power Plant Engineer II-B	Step A	52.4973	4199.78	9099.53	109194.38
		Step B	53.7935	4303.48	9324.21	111890.48
		Step C	55.1219	4409.75	9554.46	114653.55
		Step D	56.4832	4518.66	9790.42	117485.06
		Step E	57.8781	4630.25	10032.20	120386.45
		Step F	59.3073	4744.58	10279.93	123359.18
		Step G	60.7721	4861.77	10533.83	126405.97
		Step H	62.2728	4981.82	10793.95	129527.42
		Step I	63.8107	5104.86	11060.52	132726.26
		Step J	65.3865	5230.92	11333.66	136003.92
		Step K	67.0013	5360.10	11613.56	139362.70
		Step L	68.6559	5492.47	11900.36	142804.27
		Step M	70.3513	5628.10	12194.23	146330.70
		Step N	72.0886	5767.09	12495.36	149944.29
		Step O	73.8690	5909.52	12803.96	153647.52

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Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:F
Effective Date:02/26/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5526B	Power Plant Mechanic-B	Step A	47.0667	3765.34	8158.23	97898.74
		Step B	48.2289	3858.31	8359.68	100316.11
		Step C	49.4199	3953.59	8566.12	102793.39
		Step D	50.6403	4051.22	8777.65	105331.82
		Step E	51.8909	4151.27	8994.42	107933.07
		Step F	53.1724	4253.79	9216.55	110598.59
		Step G	54.4855	4358.84	9444.15	113329.84
		Step H	55.8310	4466.48	9677.37	116128.48
		Step I	57.2098	4576.78	9916.37	118996.38
		Step J	58.6227	4689.82	10161.27	121935.22
		Step K	60.0703	4805.62	10412.19	124946.22
		Step L	61.5537	4924.30	10669.31	128031.70
		Step M	63.0739	5045.91	10932.81	131193.71
		Step N	64.6315	5170.52	11202.79	134433.52
		Step O	66.2276	5298.21	11479.45	137753.41

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Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:F
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IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5522B	Power Plant Operator Technician I-B	Step A	44.8253	3586.02	7769.72	93236.62
		Step B	45.9321	3674.57	7961.56	95538.77
		Step C	47.0664	3765.31	8158.18	97898.11
		Step D	48.2288	3858.30	8359.66	100315.90
		Step E	49.4198	3953.58	8566.10	102793.18
		Step F	50.6403	4051.22	8777.65	105331.82
		Step G	51.8908	4151.26	8994.41	107932.86
		Step H	53.1723	4253.78	9216.53	110598.38
		Step I	54.4854	4358.83	9444.14	113329.63
		Step J	55.8310	4466.48	9677.37	116128.48
		Step K	57.2096	4576.77	9916.33	118995.97
		Step L	58.6226	4689.81	10161.25	121935.01
		Step M	60.0703	4805.62	10412.19	124946.22
		Step N	61.5537	4924.30	10669.31	128031.70
		Step O	63.0739	5045.91	10932.81	131193.71

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IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5523B	Power Plant Operator Technician II-B	Step A	49.3080	3944.64	8546.72	102560.64
		Step B	50.5254	4042.03	8757.74	105092.83
		Step C	51.7731	4141.85	8974.00	107688.05
		Step D	53.0518	4244.14	9195.65	110347.74
		Step E	54.3619	4348.95	9422.73	113072.75
		Step F	55.7044	4456.35	9655.43	115865.15
		Step G	57.0800	4566.40	9893.87	118726.40
		Step H	58.4896	4679.17	10138.20	121658.37
		Step I	59.9340	4794.72	10388.56	124662.72
		Step J	61.4142	4913.14	10645.13	127741.54
		Step K	62.9307	5034.46	10907.99	130895.86
		Step L	64.4849	5158.79	11177.38	134128.59
		Step M	66.0775	5286.20	11453.43	137441.20
		Step N	67.7092	5416.74	11736.26	140835.14
		Step O	69.3812	5550.50	12026.07	144312.90

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Appendix:F
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IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5401B	Predictive Maintenance Technician I-B	Step A	32.1421	2571.37	5571.30	66855.57
		Step B	32.9359	2634.87	5708.89	68506.67
		Step C	33.7493	2699.94	5849.88	70198.54
		Step D	34.5827	2766.62	5994.33	71932.02
		Step E	35.4367	2834.94	6142.36	73708.34
		Step F	36.3118	2904.94	6294.05	75528.54
		Step G	37.2085	2976.68	6449.47	77393.68
		Step H	38.1274	3050.19	6608.75	79304.99
		Step I	39.0690	3125.52	6771.96	81263.52
		Step J	40.0338	3202.70	6939.19	83270.30
		Step K	41.0225	3281.80	7110.57	85326.80
		Step L	42.0356	3362.85	7286.17	87434.05
		Step M	43.0736	3445.89	7466.09	89593.09
		Step N	44.1374	3530.99	7650.48	91805.79
		Step O	45.2273	3618.18	7839.40	94072.78

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Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:F
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IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5402B	Predictive Maintenance Technician II-B	Step A	35.3563	2828.50	6128.43	73541.10
		Step B	36.2294	2898.35	6279.76	75357.15
		Step C	37.1240	2969.92	6434.83	77217.92
		Step D	38.0409	3043.27	6593.76	79125.07
		Step E	38.9803	3118.42	6756.59	81079.02
		Step F	39.9430	3195.44	6923.45	83081.44
		Step G	40.9294	3274.35	7094.43	85133.15
		Step H	41.9401	3355.21	7269.62	87235.41
		Step I	42.9758	3438.06	7449.14	89389.66
		Step J	44.0372	3522.98	7633.11	91597.38
		Step K	45.1246	3609.97	7821.60	93859.17
		Step L	46.2390	3699.12	8014.76	96177.12
		Step M	47.3810	3790.48	8212.71	98552.48
		Step N	48.5511	3884.09	8415.52	100986.29
		Step O	49.7500	3980.00	8623.33	103480.00

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Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:F
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IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5533B	Preventative Maintenance Coordinator-B	Step A	31.8913	2551.30	5527.83	66333.90
		Step B	32.6787	2614.30	5664.31	67971.70
		Step C	33.4857	2678.86	5804.19	69650.26
		Step D	34.3127	2745.02	5947.53	71370.42
		Step E	35.1600	2812.80	6094.40	73132.80
		Step F	36.0283	2882.26	6244.91	74938.86
		Step G	36.9181	2953.45	6399.14	76789.65
		Step H	37.8298	3026.38	6557.17	78685.98
		Step I	38.7640	3101.12	6719.09	80629.12
		Step J	39.7213	3177.70	6885.03	82620.30
		Step K	40.7022	3256.18	7055.05	84660.58
		Step L	41.7074	3336.59	7229.28	86751.39
		Step M	42.7374	3418.99	7407.82	88893.79
		Step N	43.7928	3503.42	7590.75	91089.02
		Step O	44.8743	3589.94	7778.21	93338.54

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Appendix:F
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IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5500B	Preventative Maintenance Technician I-B	Step A	29.2200	2337.60	5064.80	60777.60
		Step B	29.9416	2395.33	5189.88	62278.53
		Step C	30.6810	2454.48	5318.04	63816.48
		Step D	31.4387	2515.10	5449.37	65392.50
		Step E	32.2151	2577.21	5583.95	67007.41
		Step F	33.0107	2640.86	5721.85	68662.26
		Step G	33.8258	2706.06	5863.14	70357.66
		Step H	34.6612	2772.90	6007.94	72095.30
		Step I	35.5172	2841.38	6156.31	73875.78
		Step J	36.3943	2911.54	6308.35	75700.14
		Step K	37.2930	2983.44	6464.12	77569.44
		Step L	38.2141	3057.13	6623.78	79485.33
		Step M	39.1578	3132.62	6787.35	81448.22
		Step N	40.1247	3209.98	6954.95	83459.38
		Step O	41.1157	3289.26	7126.72	85520.66

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Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:F
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IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5502B	Preventative Maintenance Technician II-B	Step A	32.1421	2571.37	5571.30	66855.57
		Step B	32.9358	2634.86	5708.87	68506.46
		Step C	33.7492	2699.94	5849.86	70198.34
		Step D	34.5826	2766.61	5994.32	71931.81
		Step E	35.4367	2834.94	6142.36	73708.34
		Step F	36.3118	2904.94	6294.05	75528.54
		Step G	37.2085	2976.68	6449.47	77393.68
		Step H	38.1274	3050.19	6608.75	79304.99
		Step I	39.0690	3125.52	6771.96	81263.52
		Step J	40.0338	3202.70	6939.19	83270.30
		Step K	41.0225	3281.80	7110.57	85326.80
		Step L	42.0355	3362.84	7286.15	87433.84
		Step M	43.0736	3445.89	7466.09	89593.09
		Step N	44.1374	3530.99	7650.48	91805.79
		Step O	45.2272	3618.18	7839.38	94072.58

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Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:F
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IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7020B	SCADA System Technician-B	Step A	35.3563	2828.50	6128.43	73541.10
		Step B	36.2294	2898.35	6279.76	75357.15
		Step C	37.1240	2969.92	6434.83	77217.92
		Step D	38.0409	3043.27	6593.76	79125.07
		Step E	38.9803	3118.42	6756.59	81079.02
		Step F	39.9430	3195.44	6923.45	83081.44
		Step G	40.9294	3274.35	7094.43	85133.15
		Step H	41.9401	3355.21	7269.62	87235.41
		Step I	42.9758	3438.06	7449.14	89389.66
		Step J	44.0372	3522.98	7633.11	91597.38
		Step K	45.1246	3609.97	7821.60	93859.17
		Step L	46.2390	3699.12	8014.76	96177.12
		Step M	47.3810	3790.48	8212.71	98552.48
		Step N	48.5511	3884.09	8415.52	100986.29
		Step O	49.7500	3980.00	8623.33	103480.00

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Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:F
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IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7118B	Senior Electric Line Technician-B	Step A	59.3428	4747.42	10286.09	123433.02
		Step B	60.8080	4864.64	10540.05	126480.64
		Step C	62.3097	4984.78	10800.35	129604.18
		Step D	63.8484	5107.87	11067.06	132804.67
		Step E	65.4253	5234.02	11340.39	136084.62
		Step F	67.0409	5363.27	11620.42	139445.07
		Step G	68.6965	5495.72	11907.39	142888.72
		Step H	70.3931	5631.45	12201.47	146417.65
		Step I	72.1313	5770.50	12502.76	150033.10
		Step J	73.9126	5913.01	12811.52	153738.21
		Step K	75.7381	6059.05	13127.94	157535.25
		Step L	77.6084	6208.67	13452.12	161425.47
		Step M	79.5250	6362.00	13784.33	165412.00
		Step N	81.4889	6519.11	14124.74	169496.91
		Step O	83.5012	6680.10	14473.54	173682.50

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Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:F
Effective Date:02/26/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7169B	Senior Electric Materials Technician-B	Step A	37.5244	3001.95	6504.23	78050.75
		Step B	38.4508	3076.06	6664.81	79977.66
		Step C	39.4003	3152.02	6829.39	81952.62
		Step D	40.3734	3229.87	6998.06	83976.67
		Step E	41.3704	3309.63	7170.87	86050.43
		Step F	42.3922	3391.38	7347.98	88175.78
		Step G	43.4390	3475.12	7529.43	90353.12
		Step H	44.5117	3560.94	7715.36	92584.34
		Step I	45.6110	3648.88	7905.91	94870.88
		Step J	46.7374	3738.99	8101.15	97213.79
		Step K	47.8915	3831.32	8301.19	99614.32
		Step L	49.0742	3925.94	8506.19	102074.34
		Step M	50.2862	4022.90	8716.27	104595.30
		Step N	51.5280	4122.24	8931.52	107178.24
		Step O	52.8005	4224.04	9152.09	109825.04

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Appendix:F
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IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1036B	Senior Electric Metering Systems Technician - B	Step A	55.8687	4469.50	9683.91	116206.90
		Step B	57.2483	4579.86	9923.04	119076.46
		Step C	58.6620	4692.96	10168.08	122016.96
		Step D	60.1106	4808.85	10419.17	125030.05
		Step E	61.5952	4927.62	10676.50	128118.02
		Step F	63.1163	5049.30	10940.16	131281.90
		Step G	64.6749	5173.99	11210.32	134523.79
		Step H	66.2721	5301.77	11487.16	137845.97
		Step I	67.9087	5432.70	11770.84	141250.10
		Step J	69.5858	5566.86	12061.54	144738.46
		Step K	71.3042	5704.34	12359.39	148312.74
		Step L	73.0650	5845.20	12664.60	151975.20
		Step M	74.8694	5989.55	12977.36	155728.35
		Step N	76.7184	6137.47	13297.86	159574.27
		Step O	78.6130	6289.04	13626.25	163515.04

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Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:F
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IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7126B	Senior Electric Substation Technician-B	Step A	57.0544	4564.35	9889.43	118673.15
		Step B	58.4632	4677.06	10133.62	121603.46
		Step C	59.9070	4792.56	10383.88	124606.56
		Step D	61.3863	4910.90	10640.29	127683.50
		Step E	62.9022	5032.18	10903.05	130836.58
		Step F	64.4558	5156.46	11172.34	134068.06
		Step G	66.0474	5283.79	11448.22	137378.59
		Step H	67.6785	5414.28	11730.94	140771.28
		Step I	69.3498	5547.98	12020.63	144247.58
		Step J	71.0625	5685.00	12317.50	147810.00
		Step K	72.8174	5825.39	12621.68	151460.19
		Step L	74.6156	5969.25	12933.37	155200.45
		Step M	76.4584	6116.67	13252.79	159033.47
		Step N	78.3465	6267.72	13580.06	162960.72
		Step O	80.2813	6422.50	13915.43	166985.10

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:F
Effective Date:02/26/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7168B	Senior Electric System Dispatcher-B	Step A	65.2770	5222.16	11314.68	135776.16
		Step B	66.8888	5351.10	11594.06	139128.70
		Step C	68.5406	5483.25	11880.37	142564.45
		Step D	70.2332	5618.66	12173.75	146085.06
		Step E	71.9676	5757.41	12474.38	149692.61
		Step F	73.7449	5899.59	12782.45	153389.39
		Step G	75.5660	6045.28	13098.11	157177.28
		Step H	77.4322	6194.58	13421.58	161058.98
		Step I	79.3445	6347.56	13753.05	165036.56
		Step J	81.3038	6504.30	14092.66	169111.90
		Step K	83.3117	6664.94	14440.69	173288.34
		Step L	85.3692	6829.54	14797.33	177567.94
		Step M	87.4773	6998.18	15162.73	181952.78
		Step N	89.6376	7171.01	15537.18	186446.21
		Step O	91.8513	7348.10	15920.89	191050.70

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Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:F
Effective Date:02/26/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7170B	Senior Electronic Technician-B	Step A	38.8919	3111.35	6741.26	80895.15
		Step B	39.8523	3188.18	6907.73	82892.78
		Step C	40.8364	3266.91	7078.31	84939.71
		Step D	41.8449	3347.59	7253.12	87037.39
		Step E	42.8783	3430.26	7432.24	89186.86
		Step F	43.9374	3514.99	7615.82	91389.79
		Step G	45.0224	3601.79	7803.88	93646.59
		Step H	46.1341	3690.73	7996.58	95958.93
		Step I	47.2735	3781.88	8194.07	98328.88
		Step J	48.4409	3875.27	8396.42	100757.07
		Step K	49.6372	3970.98	8603.78	103245.38
		Step L	50.8630	4069.04	8816.25	105795.04
		Step M	52.1191	4169.53	9033.98	108407.73
		Step N	53.4062	4272.50	9257.07	111084.90
		Step O	54.7251	4378.01	9485.68	113828.21

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:F
Effective Date:02/26/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7205B	Senior Plant and Equipment Mechanic-B	Step A	32.4886	2599.09	5631.36	67576.29
		Step B	33.2908	2663.26	5770.41	69244.86
		Step C	34.1128	2729.02	5912.89	70954.62
		Step D	34.9553	2796.42	6058.92	72707.02
		Step E	35.8185	2865.48	6208.54	74502.48
		Step F	36.7031	2936.25	6361.87	76342.45
		Step G	37.6096	3008.77	6519.00	78227.97
		Step H	38.5383	3083.06	6679.97	80159.66
		Step I	39.4900	3159.20	6844.93	82139.20
		Step J	40.4652	3237.22	7013.97	84167.62
		Step K	41.4646	3317.17	7187.20	86246.37
		Step L	42.4885	3399.08	7364.67	88376.08
		Step M	43.5377	3483.02	7546.53	90558.42
		Step N	44.6130	3569.04	7732.92	92795.04
		Step O	45.7147	3657.18	7923.88	95086.58

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Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:F
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IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7152B	Senior Power Plant Operator Technician-B	Step A	54.2386	4339.09	9401.36	112816.29
		Step B	55.5780	4446.24	9633.52	115602.24
		Step C	56.9505	4556.04	9871.42	118457.04
		Step D	58.3568	4668.54	10115.18	121382.14
		Step E	59.7980	4783.84	10364.99	124379.84
		Step F	61.2747	4901.98	10620.95	127451.38
		Step G	62.7879	5023.03	10883.24	130598.83
		Step H	64.3385	5147.08	11152.01	133824.08
		Step I	65.9274	5274.19	11427.42	137128.99
		Step J	67.5555	5404.44	11709.62	140515.44
		Step K	69.2239	5537.91	11998.81	143985.71
		Step L	70.9333	5674.66	12295.11	147541.26
		Step M	72.6850	5814.80	12598.73	151184.80
		Step N	74.4800	5958.40	12909.87	154918.40
		Step O	76.3194	6105.55	13228.70	158744.35

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Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:F
Effective Date:02/26/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7284B	Senior Preventative Maintenance Technician-B	Step A	38.8919	3111.35	6741.26	80895.15
		Step B	39.8523	3188.18	6907.73	82892.78
		Step C	40.8364	3266.91	7078.31	84939.71
		Step D	41.8449	3347.59	7253.12	87037.39
		Step E	42.8783	3430.26	7432.24	89186.86
		Step F	43.9374	3514.99	7615.82	91389.79
		Step G	45.0224	3601.79	7803.88	93646.59
		Step H	46.1341	3690.73	7996.58	95958.93
		Step I	47.2735	3781.88	8194.07	98328.88
		Step J	48.4409	3875.27	8396.42	100757.07
		Step K	49.6372	3970.98	8603.78	103245.38
		Step L	50.8630	4069.04	8816.25	105795.04
		Step M	52.1191	4169.53	9033.98	108407.73
		Step N	53.4062	4272.50	9257.07	111084.90
		Step O	54.7251	4378.01	9485.68	113828.21

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Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:F
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IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9559B	Senior SCADA System Technician-B	Step A	38.8919	3111.35	6741.26	80895.15
		Step B	39.8523	3188.18	6907.73	82892.78
		Step C	40.8364	3266.91	7078.31	84939.71
		Step D	41.8449	3347.59	7253.12	87037.39
		Step E	42.8783	3430.26	7432.24	89186.86
		Step F	43.9373	3514.98	7615.80	91389.58
		Step G	45.0223	3601.78	7803.87	93646.38
		Step H	46.1341	3690.73	7996.58	95958.93
		Step I	47.2735	3781.88	8194.07	98328.88
		Step J	48.4409	3875.27	8396.42	100757.07
		Step K	49.6371	3970.97	8603.76	103245.17
		Step L	50.8629	4069.03	8816.24	105794.83
		Step M	52.1190	4169.52	9033.96	108407.52
		Step N	53.4061	4272.49	9257.06	111084.69
		Step O	54.7251	4378.01	9485.68	113828.21

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Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:F
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IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7202B	Senior Wastewater Utility Maintenance Worker-B	Step A	28.9289	2314.31	5014.34	60172.11
		Step B	29.6432	2371.46	5138.15	61657.86
		Step C	30.3753	2430.02	5265.05	63180.62
		Step D	31.1254	2490.03	5395.07	64740.83
		Step E	31.8941	2551.53	5528.31	66339.73
		Step F	32.6817	2614.54	5664.83	67977.94
		Step G	33.4888	2679.10	5804.73	69656.70
		Step H	34.3158	2745.26	5948.07	71376.86
		Step I	35.1632	2813.06	6094.95	73139.46
		Step J	36.0316	2882.53	6245.48	74945.73
		Step K	36.9214	2953.71	6399.71	76796.51
		Step L	37.8332	3026.66	6557.75	78693.06
		Step M	38.7675	3101.40	6719.70	80636.40
		Step N	39.7250	3178.00	6885.67	82628.00
		Step O	40.7059	3256.47	7055.69	84668.27

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Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:F
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IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7204B	Senior Water Distribution Worker-B	Step A	28.9289	2314.31	5014.34	60172.11
		Step B	29.6432	2371.46	5138.15	61657.86
		Step C	30.3753	2430.02	5265.05	63180.62
		Step D	31.1254	2490.03	5395.07	64740.83
		Step E	31.8941	2551.53	5528.31	66339.73
		Step F	32.6817	2614.54	5664.83	67977.94
		Step G	33.4888	2679.10	5804.73	69656.70
		Step H	34.3158	2745.26	5948.07	71376.86
		Step I	35.1632	2813.06	6094.95	73139.46
		Step J	36.0316	2882.53	6245.48	74945.73
		Step K	36.9214	2953.71	6399.71	76796.51
		Step L	37.8332	3026.66	6557.75	78693.06
		Step M	38.7675	3101.40	6719.70	80636.40
		Step N	39.7250	3178.00	6885.67	82628.00
		Step O	40.7059	3256.47	7055.69	84668.27

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:F
Effective Date:02/26/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2375B	Traffic Signal Maintenance Worker I-B	Step A	26.2505	2100.04	4550.09	54601.04
		Step B	26.8987	2151.90	4662.44	55949.30
		Step C	27.5630	2205.04	4777.59	57331.04
		Step D	28.2436	2259.49	4895.56	58746.69
		Step E	28.9411	2315.29	5016.46	60197.49
		Step F	29.6558	2372.46	5140.34	61684.06
		Step G	30.3881	2431.05	5267.27	63207.25
		Step H	31.1385	2491.08	5397.34	64768.08
		Step I	31.9076	2552.61	5530.65	66367.81
		Step J	32.6955	2615.64	5667.22	68006.64
		Step K	33.5029	2680.23	5807.17	69686.03
		Step L	34.3303	2746.42	5950.59	71407.02
		Step M	35.1782	2814.26	6097.55	73170.66
		Step N	36.0469	2883.75	6248.13	74977.55
		Step O	36.9371	2954.97	6402.43	76829.17

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Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:F
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IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2376B	Traffic Signal Maintenance Worker II-B	Step A	28.8755	2310.04	5005.09	60061.04
		Step B	29.5885	2367.08	5128.67	61544.08
		Step C	30.3193	2425.54	5255.35	63064.14
		Step D	31.0679	2485.43	5385.10	64621.23
		Step E	31.8352	2546.82	5518.10	66217.22
		Step F	32.6214	2609.71	5654.38	67852.51
		Step G	33.4269	2674.15	5794.00	69527.95
		Step H	34.2525	2740.20	5937.10	71245.20
		Step I	35.0983	2807.86	6083.71	73004.46
		Step J	35.9651	2877.21	6233.95	74807.41
		Step K	36.8533	2948.26	6387.91	76654.86
		Step L	37.7634	3021.07	6545.66	78547.87
		Step M	38.6959	3095.67	6707.29	80487.47
		Step N	39.6516	3172.13	6872.94	82475.33
		Step O	40.6308	3250.46	7042.67	84512.06

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Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:F
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IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9027B	Wastewater Utility Maintenance Worker I-B	Step A	23.8648	1909.18	4136.57	49638.78
		Step B	24.4540	1956.32	4238.69	50864.32
		Step C	25.0580	2004.64	4343.39	52120.64
		Step D	25.6769	2054.15	4450.66	53407.95
		Step E	26.3109	2104.87	4560.56	54726.67
		Step F	26.9606	2156.85	4673.17	56078.05
		Step G	27.6265	2210.12	4788.59	57463.12
		Step H	28.3087	2264.70	4906.84	58882.10
		Step I	29.0078	2320.62	5028.02	60336.22
		Step J	29.7241	2377.93	5152.18	61826.13
		Step K	30.4582	2436.66	5279.42	63353.06
		Step L	31.2104	2496.83	5409.80	64917.63
		Step M	31.9812	2558.50	5543.41	66520.90
		Step N	32.7709	2621.67	5680.29	68163.47
		Step O	33.5803	2686.42	5820.59	69847.02

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Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:F
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IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9029B	Wastewater Utility Maintenance Worker II-B	Step A	26.2508	2100.06	4550.14	54601.66
		Step B	26.8989	2151.91	4662.48	55949.71
		Step C	27.5633	2205.06	4777.64	57331.66
		Step D	28.2439	2259.51	4895.61	58747.31
		Step E	28.9414	2315.31	5016.51	60198.11
		Step F	29.6561	2372.49	5140.39	61684.69
		Step G	30.3884	2431.07	5267.32	63207.87
		Step H	31.1389	2491.11	5397.41	64768.91
		Step I	31.9079	2552.63	5530.70	66368.43
		Step J	32.6959	2615.67	5667.29	68007.47
		Step K	33.5033	2680.26	5807.24	69686.86
		Step L	34.3307	2746.46	5950.65	71407.86
		Step M	35.1786	2814.29	6097.62	73171.49
		Step N	36.0472	2883.78	6248.18	74978.18
		Step O	36.9375	2955.00	6402.50	76830.00

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Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:F
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IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9078B	Water Conservation Specialist-B	Step A	28.9289	2314.31	5014.34	60172.11
		Step B	29.6432	2371.46	5138.15	61657.86
		Step C	30.3753	2430.02	5265.05	63180.62
		Step D	31.1254	2490.03	5395.07	64740.83
		Step E	31.8941	2551.53	5528.31	66339.73
		Step F	32.6817	2614.54	5664.83	67977.94
		Step G	33.4888	2679.10	5804.73	69656.70
		Step H	34.3158	2745.26	5948.07	71376.86
		Step I	35.1632	2813.06	6094.95	73139.46
		Step J	36.0316	2882.53	6245.48	74945.73
		Step K	36.9214	2953.71	6399.71	76796.51
		Step L	37.8332	3026.66	6557.75	78693.06
		Step M	38.7675	3101.40	6719.70	80636.40
		Step N	39.7250	3178.00	6885.67	82628.00
		Step O	40.7059	3256.47	7055.69	84668.27

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:F
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IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9049B	Water Conservation Worker I-B	Step A	23.8648	1909.18	4136.57	49638.78
		Step B	24.4540	1956.32	4238.69	50864.32
		Step C	25.0580	2004.64	4343.39	52120.64
		Step D	25.6769	2054.15	4450.66	53407.95
		Step E	26.3109	2104.87	4560.56	54726.67
		Step F	26.9606	2156.85	4673.17	56078.05
		Step G	27.6265	2210.12	4788.59	57463.12
		Step H	28.3087	2264.70	4906.84	58882.10
		Step I	29.0078	2320.62	5028.02	60336.22
		Step J	29.7241	2377.93	5152.18	61826.13
		Step K	30.4582	2436.66	5279.42	63353.06
		Step L	31.2104	2496.83	5409.80	64917.63
		Step M	31.9812	2558.50	5543.41	66520.90
		Step N	32.7709	2621.67	5680.29	68163.47
		Step O	33.5803	2686.42	5820.59	69847.02

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Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:F
Effective Date:02/26/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9051B	Water Conservation Worker II-B	Step A	26.2508	2100.06	4550.14	54601.66
		Step B	26.8989	2151.91	4662.48	55949.71
		Step C	27.5633	2205.06	4777.64	57331.66
		Step D	28.2439	2259.51	4895.61	58747.31
		Step E	28.9414	2315.31	5016.51	60198.11
		Step F	29.6561	2372.49	5140.39	61684.69
		Step G	30.3884	2431.07	5267.32	63207.87
		Step H	31.1389	2491.11	5397.41	64768.91
		Step I	31.9079	2552.63	5530.70	66368.43
		Step J	32.6959	2615.67	5667.29	68007.47
		Step K	33.5033	2680.26	5807.24	69686.86
		Step L	34.3307	2746.46	5950.65	71407.86
		Step M	35.1786	2814.29	6097.62	73171.49
		Step N	36.0472	2883.78	6248.18	74978.18
		Step O	36.9375	2955.00	6402.50	76830.00

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Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:F
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IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9246B	Water Distribution Worker I-B	Step A	23.8648	1909.18	4136.57	49638.78
		Step B	24.4540	1956.32	4238.69	50864.32
		Step C	25.0580	2004.64	4343.39	52120.64
		Step D	25.6769	2054.15	4450.66	53407.95
		Step E	26.3109	2104.87	4560.56	54726.67
		Step F	26.9606	2156.85	4673.17	56078.05
		Step G	27.6265	2210.12	4788.59	57463.12
		Step H	28.3087	2264.70	4906.84	58882.10
		Step I	29.0078	2320.62	5028.02	60336.22
		Step J	29.7241	2377.93	5152.18	61826.13
		Step K	30.4582	2436.66	5279.42	63353.06
		Step L	31.2104	2496.83	5409.80	64917.63
		Step M	31.9812	2558.50	5543.41	66520.90
		Step N	32.7709	2621.67	5680.29	68163.47
		Step O	33.5803	2686.42	5820.59	69847.02

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Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:F
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IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9248B	Water Distribution Worker II-B	Step A	26.2508	2100.06	4550.14	54601.66
		Step B	26.8989	2151.91	4662.48	55949.71
		Step C	27.5633	2205.06	4777.64	57331.66
		Step D	28.2439	2259.51	4895.61	58747.31
		Step E	28.9414	2315.31	5016.51	60198.11
		Step F	29.6561	2372.49	5140.39	61684.69
		Step G	30.3884	2431.07	5267.32	63207.87
		Step H	31.1389	2491.11	5397.41	64768.91
		Step I	31.9079	2552.63	5530.70	66368.43
		Step J	32.6959	2615.67	5667.29	68007.47
		Step K	33.5033	2680.26	5807.24	69686.86
		Step L	34.3307	2746.46	5950.65	71407.86
		Step M	35.1786	2814.29	6097.62	73171.49
		Step N	36.0472	2883.78	6248.18	74978.18
		Step O	36.9375	2955.00	6402.50	76830.00

RESOLUTION NO. 22-041

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

WHEREAS, a side letter to the Master Memorandum of Understanding for Employees Represented by the International Brotherhood of Electrical Workers, Local 1245, regarding the Apprenticeship Program, has been reviewed by the City Council;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said side letter to the Master Memorandum of Understanding is approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the City Council of the City of Roseville this_____day of_____, 20___, by the following vote on roll call:

AYES COUNCIL MEMBER:

NOES COUNCIL MEMBER:

ABSENT COUNCIL MEMBER:

_____
Mayor

ATTEST:

_____
City Clerk

Side Letter Agreement

Between

City of Roseville

And

IBEW, Local 1245

Updated Apprentice Program

The City of Roseville (hereinafter referred to as "City") and International Brotherhood of Electrical Workers, AFLCIO, Local 1245 (hereinafter referred to as "IBEW Local 1245") entered into a Memorandum of Understanding ("MOU") with a term May 1, 2019, to April 30, 2022. The City and IBEW Local 1245 are collectively referred to herein as the "Parties."

Overview and Background:

In accordance with an agreement reached with IBEW Local 1245 on October 16, 2019, the City developed an apprentice program for both Electric Substation Technicians and Electric Metering Systems Technicians. This program was modeled after the Line Tech Apprentice Program.

The specific provisions contained in this Agreement are intended to supersede any previous agreements, whether oral or written, regarding the matters contained in this Agreement.

The Parties have satisfied their obligations to meet and confer in good faith in accordance with the Meyers-Milias-Brown Act ("MMBA"). Except as provided here, all wage, hours, and other terms and conditions of employment, including but not limited to those presently in the City's MOU and SLAs with the IBEW Local 1245, and Personnel Rules Chapter 3.16 Discipline, remain in full force and effect.

The parties agree to implement an update to the existing apprentice program that is consistent with the current MOU provisions, Chapter 7, Article IX, except as follows, which is captured in the Apprentice Program (see attached):

1. Probation: The probation period for Apprentice Electric Metering Systems Technician is not to exceed forty-two (42) months and the Apprentice Electric Substation Technician probation period is not to exceed fifty-four (54) months.

2. Salary: Both The Electric Metering Systems Technician I/II and Electric Substation Technician I/II will become single level classifications. Both the Electric Metering Systems Technician and Electric Substation Technician salary schedules will become one step only, Step A. Current Technician II Step H on the A schedule and current Technician II Step O on the B schedule will become the single Step A for both.

   The pay schedule for **Apprentice Electric Substation Technician** is as follows: Pay scale is percentage of top step Electric Substation Technician (six month increments). Progress through the steps is based on completing training assigned for each step.

Step	Hourly %
Step A.....	55% (1-6 months)
Step B.....	60% (7-12 months)
Step C.....	65% (13-18 months)
Step D.....	70% (19-24 months)
Step E.....	75% (25-30 months)
Step F.....	80% (31-36 months)
Step G.....	85% (37-42 months)
Step H.....	90% (43-48 months)

Upon successful completion of the Journeyman Electric Substation Technician test, the Apprentice Substation Technician Step H promotes to Electric Substation Technician pay scale (i.e., the top salary step effective as 1/1/22).

The pay schedule for **Apprentice Metering System Technician** is as follows: Pay scale is percentage of top step Electric Metering Systems *Technician* (six month increments). Progress through the steps is based on completing training assigned for each step.

Step	Hourly %
Step A.....	65% (1-6 months)
Step B.....	70% (7-12 months)
Step C.....	75% (13-18 months)
Step D.....	80% (19-24 months)
Step E.....	85% (25-30 months)
Step F.....	90% (31-36 months)

Upon Successful completion of Journeyman Electric Metering Technician test, the Apprentice Electric Metering System Technician Step F promotes to Electric Metering Technician pay scale (i.e., the top salary step effective as 1/1/22).

The parties mutually agree that probationary period identified in this side letter shall be incorporated into the successor Memorandum of Understanding.

THESE ARE TENTATIVE TERMS SUBJECT TO APPROVAL OF THE CITY COUNCIL.

Date: _____

City:

_____
Dom Casey, City Manager

IBEW Local 1245:

_____
Charley Souders, Business Representative

Metering & Substation Apprenticeship Programs

PROGRAM DESCRIPTION

Apprenticeship is a training methodology that combines supervised, structured on-the-job training with related theoretical instruction. These training programs are sponsored by the City of Roseville and trains within the work environment. The intent of the Program is to prepare employees for skilled employment as a Journeyman Technicians, with the content of the training defined and dictated by the needs of the Electric Utility and in cooperation with the International Brotherhood of Electrical Workers.

CITY OF ROSEVILLE CALIFORNIA

Roseville Electric Utility

Introduction

Over the last 20 years, the International Brotherhood of Electrical Workers and the City or Roseville have been engaged in an active and successful Apprentice-training program for the Line Technician series. Through joint discussions during IBEW Union/City negotiations in 2019, the City agreed to explore creating two new Apprentice programs: *Apprentice Electric Metering Systems Technician* and *Apprentice Electric Substation Technician*.

This document includes relevant documentation that establishes two joint IBEW/City Apprenticeship Programs. Final documentation within each Program may vary as needed.

Actions

The following actions are needed:

1. Modify current Memorandum of Understanding (Section 1)
2. Establish an Apprentice Substation Technician Program (Section 2)
3. Establish an Apprentice Metering Systems Technician Program (Section 3)

The following documentation identifies changes and additions in order to modify existing job descriptions and create two new Apprenticeship programs:

1. Memorandum of Understanding language changes (Section 1)
2. Program documentation (Section 1 & 2)
3. On-the-job training documentation (Section 1 & 2)
4. Job Description Changes (Appendix A, B, & C)
5. Salary Adjustments
    a. Journey step-level (no steps – one level as discussed in Section 2 & 3)
    b. Apprentice step-levels (various steps, based on a percentage of journey level)
    c. Current employee step reclassification to adhere to new program:
        i. Reclassify one current Electric Metering System Technician I to an Apprentice Technician

Definitions

APPRENTICE: Any individual employed by the City meeting the qualifications described in the Standards of Apprenticeship who has signed an Apprenticeship Agreement with the City providing for training and related instruction under these Standards.

APPRENTICESHIP AGREEMENT: The written agreement between the Apprentice and the City setting forth the responsibilities and obligations of all parties to the Apprenticeship Agreement with respect to the Apprentice's employment and training under these Standards.

APPRENTICESHIP COMMITTEE (COMMITTEE): Apprenticeship Committee (Committee) or Joint Apprenticeship Training Committee (JATC) means those persons designated by the Union and the City to act as a collective agent in the administration of the program. This oversight committee is comprised of at least two IBEW members and at least two members appointed by the City. The committee will review and revise training standards as necessary and review Apprentice assignments and progress on a regular basis.

EMPLOYER: City of Roseville – Electric Department.

HYBRID OCCUPATION: The hybrid approach measures the individual Apprentice's skill acquisition through a combination of specified minimum number of hours of on-the- job-learning and the successful demonstration of competency as described in a work process schedule.

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW): A labor union that represents nearly 750,000 workers and retirees in the electrical industry in the United States, Canada, Panama, Guam and several Caribbean island states; particularly electricians, or inside wiremen, in the construction industry and lineworkers and other employees of public utilities. The union also represents some workers in the computer, telecommunications, broadcasting, and other fields related to electrical work.

JOURNEYWORKER: A worker who has attained a level of skill, abilities and competencies recognized within an industry as having mastered the skills and competencies required for the occupation. (Use of the term may also refer to a mentor, technician, specialist or other skilled worker who has documented sufficient skills and knowledge of an occupation, either through formal Apprenticeship or through practical on-the-job experience and formal training.)

MEMORANDUM OF UNDERSTANDING (MOU): A type of agreement between the IBEW and the City. It expresses a convergence of will between the parties, indicating an intended common line of action.

ON-THE-JOB LEARNING/TRAINING (OJL/OJT): Tasks learned on-the-job, in which the Apprentice must become proficient before awarded completion. The learning must be through structured, supervised work experience.

RELATED INSTRUCTION: An organized and systematic form of instruction designed to provide the Apprentice with the knowledge of the theoretical and technical subjects related to the Apprentice's occupation. Such instruction may be given in a classroom, through occupational or industrial courses, or by correspondence courses of equivalent value, electronic media, or other forms of approved self-study.

SUPERVISOR OF APPRENTICE(S): An individual designated by the program sponsor to supervise or have charge and direction of an Apprentice.

TRANSFER: A shift of Apprenticeship agreement from one program to another or from one employer within a program to another employer within that same program, where there is agreement between the Apprentice and the affected Apprenticeship Committee.

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Section 1 - MOU Changes

Article IX of the IBEW MOU institutes rules for establishing Apprenticeship programs in the City of Roseville Electric Department. Below are amendments to the current language in order to include the two new Apprenticeship programs:

A. Committee.

A Joint Apprenticeship and Training Committee will be established for each Apprenticeship program and shall be composed of at least two (2) voting members appointed by the International Brotherhood of Electrical Workers, Local #1245 (Union), and at least two (2) members appointed by the City. Additional parties (Union and City) may attend monthly Apprentice Committee meetings upon mutual agreement of both parties (Union and City). This committee will prepare, review and revise training standards as necessary. Decisions of this committee are subject to the approval of the Union Business Manager (or designee) and the City Manager (or designee).

B. Training Standards.

A training standard of progress will be developed for each Apprenticeship program and will be formalized in the Apprentice Training Program specific to each program. This standard will indicate the training time for each phase of training or work process. The training time indicated will not be restrictive, but rather will be indicative of the emphasis or amount of time that should be spent on each phase. Although the total time spent on any one phase during any one progression period may vary with the individual, work load and amount of related instructions, minimum assignments shall be met during the term of the Apprenticeship as outlined in each City of Roseville Apprentice Technician Training Program.

C. Nondiscrimination Provision.

Selection of Apprentices under the program shall be made from qualified applicants pursuant to the Personnel Rules of the City of Roseville and without regard to race, creed, color, national origin or ancestry, physical or mental disability, medical condition, denial of family and medical care leave, gender, gender identity and gender expression, sex, sexual orientation, marital status, age, or religious affiliation, military and veteran status, genetic information, and all other applicable state and federal statutes relating to discrimination.

D. Entrance Requirements.

To be eligible to enter an Apprenticeship program, a candidate must pass an appropriate entrance examination and meet whatever other minimum requirements may be established for that classification. Employees will be given an opportunity to indicate their desires and intentions with regard to entering Apprenticeship training programs. Vacancies in Apprenticeship training programs will be announced in accordance with normal procedure.

E. Progression Tests.

To progress through the Apprentice program will require passing a progression test for each step of the program. These tests and the manner in which they will be scored will be prepared and agreed to by the Joint Apprenticeship and Training Committee and outlined in each Apprentice Technician Training Program.

F. Review and Evaluation.

The Electric Utility Director shall appoint staff who shall review and evaluate the progress of each Apprentice during the program. Employees in the Apprentice classification shall receive a performance report for each six months of training. The completed performance review will be administered through the normal City process.

G. Instruction.

Related classroom instruction, as agreed to by the Joint Apprenticeship and Training Committee, will be given to the Apprentices during regular working hours. The instructors will be selected from personnel qualified to instruct. Each Apprentice shall pursue related and supplemental theoretical studies of not less than approximately eighty (80) hours per year. This outside training shall be approved by the Joint Apprenticeship and Training Committee and shall be pursued on the Apprentice's own time and without pay from the City.

H. Salary Step Increases.

Employees are eligible for a salary merit increase based on successful (70%) completion of the required testing for each step as outlined in the each Apprentice Technician Training Program.

I. Probationary Period.

Employees in the Apprentice classification remain on a probationary status that is in effect throughout their entire Apprenticeship Program, which shall not exceed forty-two (42) months for Apprentice Line Technician, Apprentice Metering Systems Technician and not to exceed fifty-four (54) months for Apprentice Substation Technician. In any case where the Apprentice fails to adhere to standards outlined in the Apprentice Technician Program, the employee will be rejected on probation and removed from the program. The City retains its sole discretion to determine whether an Apprentice completes probation.

The Union and City acknowledge and agree that the length of the probationary period under this Apprenticeship Program reflects the unique nature and required training and evaluation time for the classifications contemplated herein. As described in Roseville Municipal Code, Section 3.06.130, the probationary period is an intrinsic part and extension of the employee selection process during which the employee shall be considered in training and under careful observation and evaluation by supervisory personnel. Generally, this period will be utilized to train and evaluate the employee’s effective adjustment to work tasks, conduct, observance of rules, attendance and job responsibilities, and to provide for the release of any probationary employee whose performance does not meet required standards of job progress or adaptation.

J. Reinstatement Rights.

Employees rejected on probation within the first year of the Apprenticeship Program shall be reinstated to the classification from which the employee was promoted if the employee held regular status in the lower level position. Employees were rejected on probation from the Apprenticeship program in year two, three or four will be considered to be released from City service without cause at the sole discretion of the City and do not have reinstatement rights to a previously held position within the City. Such release shall not be subject to any appeal. Written notification of release shall be provided to the probationer, and a copy filed with the Human Resources Director or a designee thereof. As negotiated between the Union and City, the provisions of this Amendment #1 to the parties' Memorandum of Understanding control, notwithstanding any other language contained in the City's Personnel Rules, including, but not limited to, Roseville Municipal Code, Title 3, Sections 3.06.140, 3.06.170, and 3.06.180.

K. Demotion.

Employees wishing to voluntarily withdraw from the Apprenticeship Program may request a voluntary demotion pursuant to City's Personnel Rules, Roseville Municipal Code, Title 3, Section 3.07.040.

Section 2 - Apprentice Substation Technician Training

Scope of Training

The Apprentice will be required to complete job training divided into eight "steps", each consisting of six-month intervals. In order for uniform and safe practices to be followed in each of the training steps, assignment of duties and work procedures shall be provided in each of the steps as outlined in these guidelines and the attached schedules. The amount of time or units of work provided are believed sufficient to permit the Apprentice to develop proficiency in such duty or work procedures. However, they should not be considered as inflexible, depending on the demonstrated ability of each individual Apprentice.

Outline of Training

1. Job Safety Training

Employee safety is our highest priority. Job safety shall be an integral part of Apprentice training and shall be provided in connection with the performance of work assignments and classroom assignment as appropriate. Such training shall include at a minimum:

1. Use and care of personal protective equipment (PPE)
2. Use and care of personal tools
3. Jobsite Safety
4. Instruction of safe work practices
5. Working from and operating aerial trucks
6. Vehicle and equipment operations
7. Care and use of rubber and fiber insulating tools
8. Substation equipment switching procedures
9. Clearance requests and switching orders
10. Hazard of working around energized and industrial equipment
11. Cardiopulmonary Resuscitation
12. First Aid
13. Accident Prevention/Safety Manual

All employees will study and understand safety rules, work procedures and other City policies and procedures as they apply to Roseville Electric. The Safety Manual has been developed as a guide and standard for all electric employees to comply with. Management reserves the right to make changes as conditions and equipment demand. Any changes that are implemented must be communicated to the personnel performing the work.

2. On-the-Job Field Training

1. Assignment of the specified hours of on-the-job training for each "step" of the Apprenticeship will be communicated to the Apprentice as early in the period as is practicable.
2. Except where otherwise specified, the Apprentice shall be trained by assignment to work with qualified Electric Substation Technicians.
3. Progressive work experience in all phases of Substation work will be provided throughout the Apprenticeship.
4. Assignments during the last two "steps" will be made for the purpose of strengthening their technical skills.
5. Upon entering each new step and period of training, the work assignments in the period shall be such that the Apprentice will gain the basic knowledge, confidence in himself/herself, confidence in the equipment, and the procedure being used.
6. More complex assignments shall be made progressively as the Apprentice gains in knowledge and capability.
7. Assignments of duties and work procedures in any period of training shall be confined to those specified for the current "step", or of a prior "step".
8. During the first six-months, the Apprentice shall not be assigned to work on any circuit energized in excess of 600 volts.
9. The Apprentice may be assigned to perform certain duties while working alone. Those certain duties to which they may be assigned shall be limited to those duties within the current or prior training periods for which they are qualified, and are within the duties normally performed by an Electric Substation Technician. Further, such assignments shall include as a purpose, the development of the Apprentice's proficiency and self-confidence to perform such work as an Electric Substation Technician.
10. Except during a local/state/federal declared emergency, an Apprentice shall not be given the responsibility for duties or work assignments beyond his/her last completed period of training.

3. Off-the-Job Training

1. Required off-the-job (after-hours) training will be provided by Roseville Electric.
2. Apprentices attending off-the-Job training will NOT be paid outside scheduled work-hours.
3. An Apprentice who is scheduled to attend any of the centralized training programs shall be given notice of such assignments as early as possible by their Supervisor.
4. The Electric Operations Manager or their designee shall notify the employee when the employee is not maintaining an acceptable level of course work or test results. Such notice shall also be given in the event the Apprentice fails the off-the-job training. A written report shall be prepared by the Electric Operations Manager and provided to the Electric Utility Director with a recommendation for corrective action or dismissal.
5. The Apprentice is required to take approximately 320 classroom hours of related off-the-job training courses. The City of Roseville may vary both the requirements and the subject courses, as described in this program depending on the courses available. The City of Roseville may also vary the requirements of the off-the-Job training courses depending on the education and experience of the Apprentice. In order to complete the off-the-Job training program within the four-year Apprenticeship Training Program, it may be necessary for the Apprentice to enroll in more than one course during a "step" period.

4. Documentation of Training

1. It shall be the responsibility of each Apprentice to maintain their own record logs in collaboration with their immediate Supervisor to whom the Apprentice is assigned. Upon completion, each periodic record for both on-the-job and off-the-job training shall be submitted to appropriate Supervisor.
2. It shall be the responsibility of the City of Roseville - Electric Operations Manager or Designee to keep a file of necessary records on each Apprentice and to ascertain that each Apprentice has a reasonable opportunity to meet the training requirements set forth in these guidelines.
3. Such records shall at all times be available during the Apprenticeship for review by the Electric Utility Director or his/her designee, Supervisor, the employee, and authorized representatives of the Union.

5. Guidelines for Training Steps

Outline of Steps

Each step is six months in duration (approximately 1000 hours), and a minimum total of 48-months for the entire Program.

1st Step Apprentice - Pay grade Step A

The Apprentice shall learn the use and care of tools and equipment used in the performance of substation work. The Apprentice will watch assigned substation training videos and complete any associated workbooks to gain a general knowledge of substation equipment, tasks and safe work practices.

1st -6th Month

The Apprentice will be assigned to a Substation Crew and assist the crew in all support duties as deemed appropriate by the Electric Substation Supervisor. At no time during this training period shall the Apprentice work on or encroach into the safe working distance from electrical devices, lines, buses, or any other type of electrical equipment when energized above 600 volts.

The Apprentice shall become familiar with the various City, Department and Regulatory standards applicable to the work he/she performs. They shall acquaint themselves with our standard operating procedures, and the applicable safety aspects of their job. While working with the approval of the Electric Substation Supervisor and under the direct supervision of an Electric Substation Technician.

The Apprentice may use aerial lift equipment after they have been properly trained and instructed in the use of such equipment. Such work will not be performed in such position that the Apprentice may bring themselves or the equipment into a position where they encroach on the contact area or into the safe working distance with respect to the primary voltage.

2nd Step Apprentice - Pay grade Step B

The Apprentice shall continue to perform the duties successfully completed for the first step and, in addition, shall learn the duties outlined in the second step (months 7 – 12) of the Apprenticeship. The Apprentice shall begin on-duty switching training to learn switching safety, hazard recognition and workplace procedures with tools, equipment and material used in switching and every day work.

7th -12th Month

After the Apprentice satisfactorily completes the on-duty switching training and is under direct supervision of an Electric Substation Technician, the Apprentice may perform routine switching operations (e.g. overhead switches, circuit breaker racking, and radio communication, etc.). During this step, the Apprentice shall continue to attend off-duty training courses as assigned.

3rd Step Apprentice - Pay grade Step C

13th -18th Month

The Apprentice shall continue to perform the duties specified for the first and second steps and in addition, will learn the duties outlined on the Schedule for the third step of the Apprenticeship.

The Apprentice will continue to work under immediate supervision of an Electric Substation Technician when working near energized high voltage equipment. When working with an Electric Substation Technician, they shall continue to gain proficiency in the use and proper care of hot tools, rubber gloves, protective equipment, voltage detectors and any other safety devices (as appropriate) for work on and/or in proximity to energized equipment or devices. They may work from an aerial lift or similar device after they have been properly trained and instructed in the use of such equipment. During this period, the Apprentice shall continue to attend off-duty training courses as assigned.

4th Step Apprentice - Pay grade Step D

19th -24th Month

The Apprentice shall continue to perform the duties specified in the previous steps one through three. They will also continue to learn and utilize the knowledge gained in the Apprentice Electric Substation Technician on-the-job training while under general supervision of a Journey-Level Electric Substation Technician.

During this period, the Apprentice shall continue to attend off-duty training courses as assigned.

5th Step Apprentice - Pay grade Step E

25th -30th Month

The Apprentice shall continue to perform the duties specified in the previous steps one through four. They will also be allowed to perform additional work normally performed by an Electric Substation Technician while working under the general supervision of an Electric Substation Technician or other qualified employee. During this period, the Apprentice shall continue to attend off-duty training courses as assigned.

6th Step Apprentice - Pay grade Step F

31st -36th Month

The Apprentice shall continue to perform the duties specified for steps one through five and shall use this time frame to sharpen their on-the-job and electrical theoretical skills learned during their Apprenticeship training.

The Apprentice may be allowed to perform most work normally completed by an Electric Substation Technician while working under the supervision and direction of an Electric Substation Technician. During this period, the Apprentice shall continue to attend off-duty training courses as assigned.

7th Step Apprentice - Pay grade Step G

37th -42nd Month

The Apprentice shall continue to perform the duties specified for steps one through six and shall use this time frame to further their training on the more complicated aspects of being an Electric Substation Technician (i.e. working with protection relay systems, communications, fiber optics, etc.).

The Apprentice may be allowed to perform all work normally completed by an Electric Substation Technician if working with another Apprentice at the same level or a Journey level Electric Substation Technician. During this period, the Apprentice shall continue to attend off-duty training courses as assigned.

8th Step Apprentice - Pay grade Step H

43rd -48th Month

The Apprentice shall continue to perform the duties specified for steps one through seven and shall use this time frame to review, further and utilize all skills learned from the on and off the job training the last 43 months.

The Apprentice may be allowed to perform all work normally completed by an Electric Substation Technician while working alone but supervised by an Electric Substation Technician. During this period, the Apprentice shall continue to attend off-duty training courses as assigned

Outline of Step Progression

All training requirements (on-the-job and classroom) established by this program must be fulfilled in order to remain in the program, to advance to each of the next steps within the program, and to advance from Apprentice to Electric Substation Technician upon successful completion of the program.

Apprentice Electric Substation Technician

Pay scale is percentage of *Electric Substation Technician* (six month increments)

Step	Hourly %
Step A……	55%
Step B……	60%
Step C……	65%
Step D……	70%
Step E……	75%
Step F……	80%
Step G……	85%
Step H……	90%

Upon successful completion of the Journeyman Electric Substation Technician test, the Apprentice Substation Technician Step H promotes to Electric Substation Technician pay scale.

Curriculum Topics

First-year Topics

0-12 months

1. Introduction To Power Delivery
2. Substation Safety 1
3. Working in Elevated positions
4. Knots, Splices, and Rope
5. Electrical systems
6. First Aid
7. Applied Mathematics
8. Basic Electrical Theory
9. Introduction to Substations
10. Substation OSHA 1

Second-year Topics

13-24 Months

1. Substation Safety 2
2. AC Fundamentals
3. Working on Lines and Stations
4. Rigging
5. Disconnects and Switches
6. Substation Conductors
7. Substation Construction
8. Substation OSHA 2
9. Circuit Breakers
10. Substation Transformers

Third-Year Topics

25-36 Months

1. Supply Station NESC 1
2. Supply Station NESC 2
3. Substation Safety 3
4. Metering and Instrument Transformers
5. Substation Design 1
6. Capacitors, Reactors, and Surge arresters
7. Introduction to Substation DC Systems
8. Electronics
9. Substations Maps and Standards
10. Substation OSHA 3

Fourth-Year Topics

37-48 Months

1. Substation Communication System
2. Substation Safety 4
3. Substation Design 2
4. Substation Special Elements
5. Substation System Operations
6. System Automation
7. Substation System Protection
8. Circuit Breaker Instrument Transformer Testing
9. Relays
10. Transformer Testing

OTJ Curriculum

SAFETY

1. Safety Manual Review
2. Safety One Line Diagrams
3. Emergency procedures
4. Management
5. Substation Entry Procedures
6. Radio Communication
7. Dispatch Communication
8. Safety Tailboards

SOFTWARE

1. Doble DTA
2. T-Doble
3. SFRA
4. ATRT03
5. EZCT
6. Vistanet
7. World View
8. SEL AcSELerator
9. SEL 5010
10. RTS
11. MAXIMO
12. DataSplice

Test Equipment

1. Doble
2. SFRA
3. TTR
4. Ductor
5. Megger
6. Fiber OTDR
7. Temperature Calibrator
8. Battery Impedance Tester
9. Battery Load Tester
10. Breaker Analyzer
11. Fiber Optic Splicer
12. Fiber Power Meter
13. HI-Pot
14. Transformer De-Mag
15. Vacuum Bottle tester
16. Manta
17. CT tester

Work Procedures

1. Oil samples
2. Substation Inspections
3. Hands On Switching
4. Basic Relay Testing
5. Advanced Relay Testing
6. Fiber Optic Splicing
7. RTU Configure and Monitor
8. Retrieve Relay Event Reports
9. Oil Pumping and Filtering
10. Hazardous Material Handling
11. SF6 Gas Cart and Sampling
12. Print Reading (Schematic Diagrams)
13. Print Reading (Wiring Diagrams)
14. Fiber Optic Testing
15. Grounding

Class Grades

Minimum grade level of 70% must be maintained. If the minimum level is not maintained, the employee's step-rate increases and raises will be held back. Employee's failing to demonstrate satisfactory progress, may be removed from the program if one or more of the following occurs;

1. If an employee fails a step test, they will be retested in 30-60 days. If the employee fails again, they will be removed from the program.
2. Three failures of any combination of steps during the program. Not to exceed 180 days.
3. If at any time the employee has been held back for a total of 180 days, they will be removed from the program, except for medical reasons, on a case by case basis.
4. Further specifics are outlined within the Apprentice Agreement.

Apprentice Training Records

The Apprentice will use records to keep current documentation of training and certificates earned, and will initial and submit copies of these records to management.

An Electric Substation Technician or other qualified employee will date and initial an entry in the Apprentice Electric Substation Technician Training Records. The signer is attesting that the employee has demonstrated basic proficiency for performing the task.

It is the Apprentice's responsibility to:

1. Maintain possession of all training records and have them available for review.
2. Use the training records to monitor personal progress through training and request specific training they require.
3. Notify their Supervisor of any conditions that may delay the timely accomplishment of their training.

On-the-Job Booklet Information

The following OJT items will be signed off before advancement to Electric Substation Technician can be achieved. All items must be signed by a Journey level or higher. Knowledge of the proper procedure or theory must be demonstrated in order to have an item signed off.

Safety

1. Safety Manual Review: After reading the Safety Manual discuss applicable safety items and potential safety hazards.
2. Safety One Line Diagrams: Demonstrate understanding of a safety one line diagram and identify proper clearance and grounding points to isolate any given piece of equipment.
3. Emergency Procedures: Discuss applicable emergency situations that may be encountered while performing work inside of a substation, as well as actions to be taken.
4. Risk Management: Explain the theory of risk management and how it applies to substation operation and maintenance.
5. Substation Entry Procedures: Discuss the proper procedure for entering and leaving (if applicable) for each of Roseville Electric's substations.
6. Radio Communication: Demonstrate proficiency using hand held radios.
7. Dispatch Communication: Demonstrate proper method of communicating with dispatch, using both a hand held radio during switching and a telephone during substation entry.
8. Safety Tailboards: Explain the use of a safety tailboard and what types of information you will find on one. Also discuss proper routing of a Tailboard sheet at the end of each day.

Training

1. Fall Protection
2. Respirator Training
3. Confined Space Training
4. Grounding
5. Fork Lift
6. Bucket
7. Boom
8. High Voltage Stick Training
9. Training Videos
10. CPR/First Aid
11. Fiber Optics
12. Basic Electricity
13. Beginning Relay Testing
14. Intermediate Relay Testing
15. Advanced Relay Testing
16. Switching Training SOP 6.04

Test Equipment

1. Doble: Demonstrate the ability to setup the Doble for testing breakers, transformers, and PT's. Also discuss the theory behind Doble testing, including an analysis of test results and proper safety requirements.
2. TTR: Demonstrate the ability to make proper test connections for power transformers as well as PT's. Also discuss the theory of transformer winding ratios and acceptable test results.
3. Megger: Demonstrate the ability to operate a 15KV Megger, interpret the test results, and discuss proper safety requirements.
4. Ductor: Demonstrate proper operation of a digital low resistance ohm-meter and discuss causes of high readings, as well as proper safety requirements.
5. Temp Calibrator: Demonstrate proper operation while testing temperature gauges.
6. Fiber OTDR: Demonstrate proficiency using the OTDR to test fiber optic cables and discuss the analysis of test results.
7. Battery Impedance Tester: Demonstrate the ability to properly operate the impedance tester and discuss applicable safety requirements.
8. Battery Load Tester: Demonstrate the ability to properly operate the load tester and discuss applicable safety requirements.
9. Breaker Analyzer: Demonstrate the ability to setup and operate the 60KV breaker analyzer and discuss applicable safety requirements.
10. Manta: Demonstrate proficiency operating the Manta. Discussion to include the hazards associated with using test blocks as a connection point, as well as personal and equipment safety.
11. Fiber Optic Splicer: Demonstrate proficiency operating the splicer and discuss splice losses as they apply to an acceptable or unacceptable splice.
12. Fiber Power Meter: Demonstrate proficiency using the fiber power meter and discuss applicability of test results.
13. Transformer DE-Mag: Demonstrate the ability to properly operate the De-Mag and discuss applicable safety requirements.
14. Vacuum Bottle Tester: Demonstrate the ability to properly operate the load tester and discuss applicable safety requirements.
15. CT tester: Demonstrate the ability to properly operate the impedance tester and discuss applicable safety requirements.
16. SFRA: Demonstrate the ability to properly operate the impedance tester and discuss applicable safety requirements.
17. Hi-Pot: Demonstrate proper operation of the Hi-Pot, applicability, and safety requirements during operation.

Work Procedures

1. Oil Samples: Demonstrate the ability to take an oil sample, including a DGA sample, as well as filling out the proper routing documentation.
2. Sub Inspections: Demonstrate the ability to perform both bi-weekly and monthly substation inspections.
3. Hands On Switching: Demonstrate the ability to perform switching operations in the field and discuss the role of the Utility Technician during a switching evolution.
4. Basic Relay Testing: Demonstrate the ability to test a basic relay utilizing the manufacturer's instruction manual. Use the manufacturer's curves to determine a relay's PASS/FAIL status.
5. Advanced Relay testing: Demonstrate the ability to test an advanced relay utilizing the manufacturer's instruction manual. Use the manufacturer's curves to determine a relay's PASS/FAIL status.
6. Fiber Optic Splicing: Demonstrate the proper procedure for performing a fiber optic splice starting with a bare ended fiber cable.
7. RTU configure and monitor: Demonstrate the proper procedure for configuring an RTU and discuss the parameters that maybe monitored.
8. Retrieve Relay Event Reports: Demonstrate the ability to connect to a relay and retrieve information and event using a communication port.
9. Oil Pumping and Filtering: Demonstrate the proper procedure for setting up the oil cart to pump and store oil from substation equipment. Also discuss hazardous material requirements and emergency procedures in the event of a casualty.
10. Hazardous Material Handling: Discuss hazardous materials that are found within a substation and procedures to be followed in the event of an emergency.
11. SF6 Gas Cart: Demonstrate the ability to setup the SF6 cart to add/remove gas to/from a 60KV circuit breaker and discuss the hazmat concerns when working with SF6.
12. Print Reading: (schematic diagrams): Demonstrate the ability to read schematic diagrams.
13. Print Reading: (wiring diagrams): Demonstrate the ability to read connection diagrams.
14. Fiber Optic Testing: Demonstrate the ability to setup the OTDR and perform fiber optic testing. Discuss loss requirements and potential causes associated with questionable test results.
15. Grounding: Demonstrate the ability to properly test and install grounds and explain safety and theory of grounding

Software

1. Enoserv RTS: Demonstrate the ability to operate the Manta using Enoserv RTS software.
2. Power DB Lite: Utilize Power DB Lite in conjunction with the BITE2 to test batteries.
3. Doble: Demonstrate the ability to use Doble software to perform transformer, bushing, and surge arrestor testing with the Doble power factor test set.
4. SEL 5010: Demonstrate the ability to use SEL 5010 software for the testing of an SEL relay.
5. SEL AcSELerator: Demonstrate the ability to use AcSELerator software for the testing of an SEL relay.
6. T-Doble: Demonstrate the ability to perform 60KV circuit breaker timing tests using the T-Doble software.
7. ATRT03 (TTR): Demonstrate the ability to perform transformer ratio testing using the ATRT03 software.

8. Vistanet (JMUX): Demonstrate the ability to establish communications and monitor the Junglemux system using Vistanet software.
9. World View: Demonstrate the ability to use World-View software to communicate and monitor the SCADA system.
10. SFRA: Utilize the SFRA software to perform frequency response testing of a power transformer.
11. EZCT: Demonstrate the ability to test and understand the procedure on a 60KV breaker.
12. Maximo
13. Datasplice

Section 3 - Apprentice Metering Systems Technician Training

Scope of Training

The Apprentice will be required to complete job training divided into six "steps", each consisting of six-month intervals. In order for uniform and safe practices to be followed in each of the training steps, assignment of duties and work procedures shall be provided in each of the steps as outlined in these guidelines and the attached schedules. The amount of time or units of work provided are believed sufficient to permit the Apprentice to develop proficiency in such duty or work procedures. However, they should not be considered as inflexible, depending on the demonstrated ability of each individual Apprentice.

Outline of Training

1. Job Safety Training

Employee safety is our highest priority. Job safety shall be an integral part of Apprentice training and shall be provided in connection with the performance of work assignments and classroom assignment as appropriate. Such training shall include at a minimum:

1. Use and care of personal protective equipment (PPE)
2. Use and care of personal tools
3. Jobsite Safety
4. Instruction of safe work practices
5. Vehicle and equipment operations
6. Care and use of rubber and fiber insulating tools
7. Clearance requests
8. Cardiopulmonary Resuscitation
9. First Aid
10. Accident Prevention/Safety Manual

All employees will study and understand safety rules, work procedures and other City policies and procedures as they apply to Roseville Electric. The Safety Manual has been developed as a guide and standard for all electric employees to comply with. Management reserves the right to make changes as conditions and equipment demand. Any changes that are implemented must be communicated to the personnel performing the work.

2. On-the-Job Field Training

1. Assignment of the specified hours of on-the-job training for each "step" of the Apprenticeship will be communicated to the Apprentice as early in the period as is practicable.
2. Except where otherwise specified, the Apprentice shall be trained by assignment to work with qualified Electric Metering Systems Technicians.
3. Progressive work experience in all phases of metering work will be provided throughout the Apprenticeship.
4. Assignments during the last two "steps" will be made for the purpose of strengthening their technical skills.
5. Upon entering each new step and period of training, the work assignments in the period shall be such that the Apprentice will gain the basic knowledge, confidence in himself/herself, confidence in the equipment, and the procedure being used.
6. More complex assignments shall be made progressively as the Apprentice gains in knowledge and capability.
7. Assignments of duties and work procedures in any period of training shall be confined to those specified for the current "step", or of a prior "step".
8. During the first six-months, the Apprentice shall not be assigned to work on any circuit energized in excess of 600 volts.
9. The Apprentice may be assigned to perform certain duties while working alone. Those certain duties to which they may be assigned shall be limited to those duties within the current or prior training periods for which they are qualified, and are within the duties normally performed by a Electric Metering Systems Technician. Further, such assignments shall include as a purpose, the development of the Apprentice's proficiency and self-confidence to perform such work as a Electric Metering Systems Technician.
10. Except during a local/state/federal declared emergency, an Apprentice shall not be given the responsibility for duties or work assignments beyond his/her last completed period of training.

3. Off-the-Job Training

1. Required off-the-job (after-hours) training will be provided by Roseville Electric.
2. Apprentices attending off-the-job training will NOT be paid outside scheduled work-hours.
3. An Apprentice who is scheduled to attend any of the centralized training programs shall be given notice of such assignments as early as possible by their Supervisor.
4. The Electric Operations Manager or their designee shall notify the employee when the employee is not maintaining an acceptable level of course work or test results. Such notice shall also be given in the event the Apprentice fails the off-the-job training. A written report shall be prepared by the Electric Operations Manager and provided to the Electric Utility Director with a recommendation for corrective action or dismissal.
5. The Apprentice is required to take approximately 240 classroom hours of related off-the-job training courses. The City of Roseville may vary both the requirements and the subject courses, as described in this program depending on the courses available. The City of Roseville may also vary the requirements of the off-the-job training courses depending on the education and experience of the Apprentice. In order to complete the off-the-job training program within the three-year Apprenticeship Training Program, it may be necessary for the Apprentice to enroll in more than one course during a “step” period.

4. Documentation of Training

1. It shall be the responsibility of each Apprentice to maintain their own record logs in collaboration with their immediate Supervisor to whom the Apprentice is assigned. Upon completion, each periodic record for both on-the-job and off-the-job training shall be submitted to the appropriate Supervisor.
2. It shall be the responsibility of the City of Roseville - Electric Operations Manager or Designee to keep a file of necessary records on each Apprentice and to ascertain that each Apprentice has a reasonable opportunity to meet the training requirements set forth in these guidelines.
3. Such records shall at all times be available during the Apprenticeship for review by the Electric Utility Director or his/her designee, Supervisor, the employee, and authorized representatives of the Union.

5. Guidelines for Training Steps

Each step is six months in duration (approximately 1000 hours), and a minimum total of 36-months for the entire Program.

1st Step Apprentice - Pay grade Step A

The Apprentice shall learn the use and care of tools and equipment used in the performance of metering work. The Apprentice will watch assigned metering training videos and complete any associated workbooks to gain a general knowledge of metering equipment, tasks and safe work practices.

1st -6th Month

The Apprentice will be assigned to the meter shop to assist with and support duties as deemed appropriate by the Electric Operations Supervisor. At no time during this training period shall the Apprentice work on or encroach into the safe working distance from electrical devices, lines, buses, or any other type of electrical equipment when energized above 600 volts.

The Apprentice shall become familiar with the various City, Department and Regulatory standards applicable to the work he/she performs. They shall acquaint themselves with our standard operating procedures, and the applicable safety aspects of their job. While working with the approval of the Electric Operations Supervisor and under the direct supervision of an Electric Metering Systems Technician.

2nd Step Apprentice - Pay grade Step B

The Apprentice shall continue to perform the duties successfully completed for the first step and, in addition, shall learn the duties outlined in the second step (months 7 – 12) of the Apprenticeship. The Apprentice shall begin to learn to identify and recognize hazards, workplace procedures with tools, equipment and materials used in everyday work.

7th -12th Month

The Apprentice shall continue to perform the duties specified for the first step and in addition, will learn the duties outlined on the Schedule for the second step of the Apprenticeship. The Apprentice will continue to work under immediate supervision of an Electric Metering Systems Technician when working on energized equipment.

When working with an Electric Metering Systems Technician, they shall continue to gain proficiency in the use and proper care of hot tools, rubber gloves, protective equipment, voltage detectors and any other safety devices (as appropriate) for work on and/or in proximity to energized equipment or devices. During this period, the Apprentice shall continue to attend off-duty training courses as assigned.

3rd Step Apprentice - Pay grade Step C

13th -18th Month

The Apprentice shall continue to perform the duties specified in the previous steps one through two. They will also continue to learn and utilize the knowledge gained in the Apprentice Electric Metering Systems Technician on-the-job training while under general supervision of an Electric Metering Systems Technician or other qualified employee. During this period, the Apprentice shall continue to attend off-duty training courses as assigned.

4th Step Apprentice - Pay grade Step D

19th -24th Month

The Apprentice shall continue to perform the duties specified in the previous steps one through four. They will also be allowed to do any work normally performed by an Electric Metering Systems Technician while working under the general supervision of an Electric Metering Systems Technician. During this period, the Apprentice shall continue to attend off-duty training courses as assigned.

5th Step Apprentice - Pay grade Step E

25th -30th Month

The Apprentice shall continue to perform the duties specified in the previous steps one through four. They will also be allowed to do more work normally performed by an Electric Metering Systems Technician while working under the general supervision of an Electric Metering Systems Technician. During this period, the Apprentice shall continue to attend off-duty training courses as assigned.

6th Step Apprentice - Pay grade Step F

31st -36th Month

The Apprentice shall continue to perform the duties specified for steps one through five and shall use this time frame to sharpen their on-the-job and electrical theoretical skills learned during their Apprenticeship training.

The Apprentice may be allowed to perform any work normally completed by an Electric Metering Systems Technician while under the supervision and direction of an Electric Metering Technician. The Apprentice may be working concurrently with other sixth step Apprentices. During this period, the Apprentice shall continue to attend off-duty training courses as assigned.

Outline of Step Progression

Apprentice Metering System Technician

Pay scale is percentage of top step Electric Metering Systems *Technician* (six month increments)

Step	Hourly %
Step A……	65%
Step B……	70%
Step C……	75%
Step D……	80%
Step E……	85%
Step F……	90%

Upon Successful completion of Journeyman Electric Metering Technician test, the Apprentice Electric Metering System Technician Step F promotes to top step Electric Metering Technician pay scale.

Curriculum Topics

First-Year Topics

0-12 Months

1. Introduction to Power Delivery
2. Safety 1
3. Electrical Systems
4. First Aid
5. Applied Mathematics
6. Basic Electrical Theory
7. Transformer Basics
8. OSHA 1
9. Safety 2
10. Ac Fundamentals

Second-Year Topics

13-24 Months

1. Electronics
2. Electrical Test Equipment
3. Introduction to Substations
4. OSHA 2
5. Safety
6. Metering
7. Advanced Transformers
8. Maps and Standards
9. System Protection
10. NESC 1

Third-Year Topics

25-36 Months

1. NESC 2
2. OSHA 3
3. Safety 4
4. Special Elements 1
5. Special Elements 2
6. System Operation
7. Communication Systems
8. System Automation
9. Trouble Investigation
10. Crew Leadership

11. Additional Topics/OJT sign offs
    a. Conducting a Tailboard
    b. Substation safety
    c. Communication with Dispatch
    d. Properly recording documentation in Maximo
    e. Testing Meters
    f. Time Keeping
    g. Troubleshooting (AMI)
    h. Meter Programming
    i. Print Design Review
    j. Commercial Solar Inspection
    k. Install and record power quality meters
    l. Properly request a clearance
    m. Effectively navigate Maximo
    n. Properly install CT's and test switch
    o. Competently audit CT's and Meters
    p. Competent Knowledge of AMI
    q. Safety and Procedures Review
    r. Journeyman Test Preparation

Class Grades

Minimum grade level of 70% must be maintained. If the minimum level is not maintained, the employee's step-rate increases and raises will be held back. Employee's failing to demonstrate satisfactory progress, may be removed from the program if one or more of the following occurs;

1. If an employee fails a step test, they will be retested in 30-60 days. If the employee fails again, they will be removed from the program.
2. Three failures of any combination of steps during the program. Not to exceed 180 days.
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Apprentice Training Records

The Apprentice will use records to keep current documentation of training and certificates earned, and will initial and submit copies of these records to management.

An Electric Metering Technician or other qualified employee will date and initial an entry in the Apprentice Electric Metering Technician Training Records. The signer is attesting that the employee has demonstrated basic proficiency for performing the task.

It is the Apprentice's responsibility to:

1. Maintain possession of all training records and have them available for review.
2. Use the training records to monitor personal progress through training and request specific training they require.
3. Notify their Supervisor of any conditions that may delay the timely accomplishment of their training.

On-the-Job Booklet Information

The following OJT items will be signed off before advancement to Electric Metering Systems Technician can be achieved. All items must be signed by a Journey level or higher. Knowledge of the proper procedure or theory must be demonstrated in order to have an item signed off.

Safety

1. Safety Manual Review: After reading the Safety Manual discuss applicable safety items and potential safety hazards.
2. Emergency Procedures: Discuss applicable emergency situations that may be encountered while performing work inside of an electric room, as well as actions to be taken.
3. Risk Management: Explain the theory of risk management and how it applies to Meter maintenance.
4. Substation Entry Procedures: Discuss the proper procedure for entering and leaving (if applicable) for each of Roseville Electric's substations.
5. Dispatch Communication: Demonstrate proper method of communicating with dispatch.
6. Safety Tailboards: Explain the use of a safety tailboard and what types of information you will find on one. Also discuss proper routing of a Tailboard sheet at the end of each day.

Training

1. Arc Flash
2. Fork Lift
3. Training Videos
4. CPR/First Aid
5. Basic Electricity/Electrical Theory
6. CT sizing
7. CT installation
8. Meter Socket Identification
9. Wire Test Switch's
10. Conduct a Safety Tailboard
11. Audit All types of meters
12. Effectively Navigate Maximo
13. Create Meter Image file
14. Connect to Meter and Trouble Shoot
15. Correctly Program Commercial Meters
16. LOTO Training
17. Grounding

Test Equipment

1. WECO 2350 AND 4150 AUTOMATED 3 PHASE BENCH TESTER: Demonstrate the ability to properly test all meter Forms, also the ability to interpret test results.
2. WECO 3206G WARM UP BOARD: Demonstrate the ability to set up and test multiple meters at a time (AMI)
3. SPIN LAB 6000: Demonstrate the ability to conduct a field CT/METER audit, interpret/understand results, and properly document results.
4. RADIAN BANTUM PLUS PORTABLE 3 PHASE TESTER: Ability to demonstrate and properly test, record 2S,4S,12S,16S field meter audits.
5. FLUKE POWER QUALITYMETER: Ability to demonstrate and properly record data collected by the (PQM).
6. FLUKE MUTLI METER: Demonstrate how and where to test for voltage. Demonstrate when and why we test continuity in a meter socket. Demonstrate how to check all of the neutrals are connected correctly using the multi meter.
7. FLUKE ROTATION METER: Demonstrate the correct location to test rotation, and understand why rotation documentation is important.
8. FLUKE AMP METER: Demonstrate correct placement of the amp clamp. Demonstrate safe practices when applying Fluke amp flex loop on larger bus.

Work Procedures

1. Downloading Load Profile Data: Demonstrate how to connect, download and send Load Profile data for both ABB and Itron meters. (Record data in house and as well as send to TriMark)
2. Download and save Meter Image Files for Itron Meters: Demonstrate how to connect, download, understand and properly document as well as save Meter Image Files.
3. Meter/System Audits: Demonstrate How to properly test Meter and System (CT's included). How to record and where to file paper copies. Download and store digital portion in correct location.
4. Determine CT multiplier: Properly identify correct system multiplier and record correctly. Demonstrate where to put multiplier on meter and insure correct recording in Maximo.
5. Selecting correct programming: Demonstrate how to program both Itron and ABB meters. Explain what program to use and why.
6. Commercial Turn ON/OFF': Demonstrate how to properly initiate an ON/OFF. Proper steps to take depending on circumstances. Demonstrate how to open disconnects and how to identify bypass section is open. Demonstrate how to safely open large circuit breakers. Properly close work order in Maximo.
7. CNP's: Demonstrate how to communicate with billing for a CNP turn customer off and back on after payment promptly.
8. Wiring Diagrams: Ability to demonstrate how to translate to a wiring diagram and correctly wire CT systems.

Software

Ability to demonstrate proper usage and recording of data using each of the following programs.

1. Pc-Pro
2. ABB metering programming
3. Word
4. FDM tools
5. FND
6. Spinlab
7. Radion meter testing
8. Powersight
9. Fluke power log
10. Provision
11. Excel
12. Outlook
13. Maximo

Apprentice Training Records

The Apprentice will use records to keep current documentation of training and certificates earned, and will initial and submit copies of these records to management. An Electric Metering Technician will date and initial an entry in the Apprentice Electric Metering Technician Training Records. The signer is attesting that the employee has demonstrated basic proficiency for performing the task.

It is the Apprentice's responsibility to:

1. Maintain possession of all training records and have them available for review.
2. Use the training records to monitor personal progress through training and request specific training they require.
3. Notify their Supervisor of any conditions that may delay the timely accomplishment of their training.

Appendix A

Substation Technician Job Description

CITY OF ROSEVILLE

ELECTRIC APPRENTICE SUBSTATION TECHNICIAN
ELECTRIC SUBSTATION TECHNICIAN

DEFINITION

To perform work in the installation, testing, maintenance, calibration, repair and modification of electrical and electronic, communication and protective relay equipment related to the City's receiving and distribution substations and electronic metering systems.

DISTINGUISHING CHARACTERISTICS

Electric Apprentice Substation Technician - This is the entry-level class in the Electric Substation Technician series. Positions in this class typically have little or no directly related work experience and work under immediate supervision while learning job tasks. The Electric Apprentice Substation Technician class is distinguished from the Electric Substation Technician by the performance of less than the full range of duties assigned to the Electric Substation Technician. Incumbents work under immediate supervision while learning job tasks, progressing to general supervision as procedures and processes of assigned area of responsibility are learned.

Electric Substation Technician - This is the full journey level class in the Electric Substation Technician series and is distinguished from the Apprentice level by the ability to perform the full range of duties assigned with only occasional instruction or assistance as unusual or unique situations arise. Positions in this class are flexibly staffed and are normally filled by advancement from the Apprentice level.

This class is distinguished from the Senior Electric Substation Technician in that the latter performs the most difficult and responsible types of duties assigned to classes within this series including assigned responsibilities for the installation, maintenance and repair of electric substations and may exercise technical and functional supervision over an Apprentice.

SUPERVISION RECEIVED AND EXERCISED

Electric Apprentice Substation Technician

Receives immediate supervision from an assigned supervisor; and receives technical and functional supervision from a Senior Electric Substation Technician. Electric Apprentice Substation Technicians may receive technical supervision from an Electric Substation Technician as assigned at a worksite.

Electric Substation Technician

Receives general supervision from an assigned supervisor; and receives technical and functional supervision from a Senior Electric Substation Technician.

May exercise technical supervision over an Electric Apprentice Substation Technician assigned at a worksite.

EXAMPLES OF ESSENTIAL DUTIES– Duties may include, but are not limited to, the following:

Design, install and maintain various types of telecommunication and supervisory equipment including Supervisory Control and Data Acquisition (SCADA) system; JungleMux, perform splicing and testing of fiber optic equipment, Ethernet networks and phone systems.

Install, troubleshoot, repair, upgrade, test and program electromechanical, solid state and microprocessor protective relays, operating devices, power transformers and related communication systems.

Perform work in the repair and maintenance of live circuits and related low and high voltage equipment.

Install, test and maintain power transformers, high voltage breakers, PT's, CT's and Air Disconnects.

Work in high voltage electric substations in the construction, commissioning, testing, troubleshooting, maintenance and operation of substation and switchyard equipment which includes power transformers, 60 kV breakers, 12 kV breakers and associated equipment; perform periodic trip and other testing.

Design, understand and troubleshoot complicated control and relaying schemes; test, maintain, and troubleshoot all components using computer software.

Sample and test insulating oil and other insulation media and maintain testing records.

Perform high-voltage substation switching operations in coordination with Line Technicians and/or dispatch.

Perform infrared scanning of transmission/distribution switchgear and substation equipment to determine issues with connection.

Routinely inspect all substation equipment; maintain required records of inspections, repairs and testing for regulatory purposes.

Receive, test and accept new equipment.

Operate equipment in a safe and efficient manner in a variety of hazardous environments including toxic liquids and gases and high voltages.

Build and maintain positive working relationships with co-workers, other City employees, and the public using principles of good customer service.

Perform related duties as assigned

MINIMUM QUALIFICATIONS

Electric Apprentice Substation Technician

Knowledge of:

Types of tools, methods and materials used in electrical work preferred but not required.

Components, parts and basic safety used in substations preferred but not required.
Computer software.
Safe work practices.

Ability to:
Perform maintenance, troubleshoot and repair work on substations and related equipment.

On a continuous basis, know and understand operations, and observe safety rules; intermittently analyze problem equipment; identify and locate equipment; interpret work orders; remember equipment location; and explain jobs to others.

Intermittently, sit while studying or preparing reports; bend, squat, climb, kneel and twist when installing, repairing, and servicing equipment; perform simple and power grasping, pushing, pulling, and fine manipulation; and lift or carry weight of 40 pounds or less.

Understand and interpret written and oral instructions, electrical drawings, blueprints, plans and wiring diagrams.

Maintain and repair SCADA systems.

Install and maintain city communication systems.

Use and care for tools and equipment used in maintaining and repairing electrical and electronic devices.

Work safely under emergency, hazardous conditions and high voltage environments.

Assist others in municipal electrical and electronic maintenance and repair duties.

Maintain accurate records.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain effective working relationships with those contacted in the course of work.

Experience and Training

Experience:

One year of experience in the maintenance, repair and testing of high voltage electrical equipment in an industrial environment is preferred.

Training:

Equivalent to the completion of the twelfth grade GED, or higher-level degree.

License or Certificate

Possession of a valid California driver's license by date of appointment.

Possession of First Aid and cardiopulmonary resuscitation (CPR) certificates within six (6) months of date of appointment.

Electric Substation Technician

In addition to the qualifications for the Electric Apprentice Substation Technician:

Knowledge of:

Computer controlled test equipment.

Complex control electric and electronic schematics.

Communications systems including RTU, SCADA, JMUX, fiber optic splicing, datalink Ethernet Radio Modem and phone land lines.

Electric circuit protection.

Process control and instrumentation devices.

Lockout/Tagout and high voltage procedures.

Complex principles of electrical and electronic repair, maintenance and system design.

Principles, methods, materials and equipment used in the installation, testing, maintenance, operations and modification of electronics equipment.

Ability to:

Independently troubleshoot and repair a wide variety of electrical and electronic equipment and devices found in electric substations.

Analyze electrical and electronic prints, schematics and test data.

Bench test equipment.

Troubleshoot and repair electrical and electronic equipment.

Provide training and technical supervision to Electric Apprentice Substation Technicians.

Work unusual and prolonged work schedules during emergencies, seasonally caused circumstances in varying weather and temperature conditions.

Experience and Training

Experience:

Four years of responsible electrical maintenance experience performing duties similar to that of an Electric Apprentice Substation Technician with the City of Roseville.

Training:

Equivalent to the completion of the twelfth grade GED, or higher-level degree,

License or Certificate

Possession of a valid California driver's license by date of appointment.

02-26-22	Electric Apprentice Substation Technician/Electric Substation Technician
05-09-20	Electric Substation Technician I/II
03-15-18	
11-09-10	
01-01-07	Electric Utility Technician I/II

Appendix B

Metering Systems Technician Job Description

CITY OF ROSEVILLE

ELECTRIC APPRENTICE METERING SYSTEM TECHNICIAN
ELECTRIC METERING SYSTEM TECHNICIAN

DEFINITION

To perform work in the installation, testing, programming, maintenance, calibration, repair and modification of electric revenue and power quality metering equipment.

DISTINGUISHING CHARACTERISTICS

Electric Apprentice Metering System Technician - This is the entry level class in the Electric Metering System Technician series. Positions in this class typically have little or no directly related work experience and work under immediate supervision while learning job tasks. The Electric Apprentice Metering System Technician class is distinguished from the journey level by the performance of less than the full range of duties assigned to the Electric Metering System Technician. Incumbents work under immediate supervision while learning job tasks, progressing to general supervision as procedures and processes of assigned area of responsibility are learned.

Electric Metering System Technician - This is the full journey level class in the Electric Metering System Technician series and is distinguished from the Apprentice level by the ability to perform the full range of duties assigned with only occasional instruction or assistance as unusual or unique situations arise. Positions in this class are flexibly staffed and are normally filled by advancement from the Apprentice level.

This class is distinguished from the Senior Electric Metering System Technician in that the latter performs the most difficult and responsible types of duties assigned to classes within this series including assigned responsibilities for the installation, maintenance and repair of electric revenue meters and may exercise technical and functional supervision over an Apprentice.

SUPERVISION RECEIVED AND EXERCISED

Electric Apprentice Metering System Technician

Receives immediate supervision from an assigned supervisor; and receives technical and functional supervision from a Senior Electric Metering Systems Technician. Electric Apprentice Metering System Technicians may receive technical supervision from an Electric Metering System Technician as assigned at a worksite.

Electric Metering System Technician

Receives general supervision from an assigned supervisor; and receives technical and functional supervision from a Senior Electric Metering System Technician.

May exercise technical supervision over an Electric Apprentice Metering System Technician as assigned at a worksite.

EXAMPLES OF ESSENTIAL DUTIES– Duties may include, but are not limited to, the following:

Install, program, maintain, rebuild, repair and wire electrical revenue meters and associated equipment including transformer rated meters, pulse relays and recorders.

Operate, troubleshoot and maintain Advanced Metering Infrastructure (AMI) hardware and software; perform system administration functions for AMI and Meter Data Management (MDM) platforms and field programming of devices including the maintenance testing and installation of firmware upgrades and new meter programs and profiles.

Perform routine field and shop testing and audits on existing electric meters and transformers, ensuring accuracy of meter reads; respond to and investigate power diversion concerns.

Configure and install power quality monitors; download recorded data for analysis.

Review blueprints for permit application of new construction and remodels; conduct field inspections to ensure consistency with City standards.

Maintain inventory of electrical meters and related equipment and supplies; acquire quotes from vendors.

Safely connect and disconnect electrical meters and related equipment.

Install, test, and provide data interpretation for voltage and current recordings, power quality analyzers, and energy recordings at customer sites.

Track and monitor the installation, removal and retirement of AMI metering and communication equipment.

Perform scheduled preventative maintenance; answer emergency and trouble calls.

Maintain accurate records concerning all functions of assigned work.

Use computerized maintenance management systems.

Evaluate and document equipment testing performed.

Operate equipment in a safe and efficient manner in a variety of hazardous environments including toxic liquids and gases and live (energized) circuitry.

Build and maintain positive working relationships with co-workers, other City employees, and the public using principles of good customer service.

Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Electric Apprentice Metering System Technician

Knowledge of:

Computer software.

Safe work practices.

Ability to:

Learn principles of electrical systems and electrical theory.

Learn types of tools, methods and materials used in electrical work preferred, but not required.

Learn the components, parts and basic safety used in metering and substations preferred
Perform maintenance, troubleshooting and repair work on a wide variety of electric revenue meters and AMI equipment.

On a continuous basis, know and understand operations, and observe safety rules; intermittently analyze problem equipment; identify and locate equipment; interpret work orders; remember equipment location; and explain jobs to others.

Intermittently, sit while studying or preparing reports; bend, squat, climb, kneel and twist when installing, repairing, and servicing equipment; perform simple and power grasping, pushing, pulling, and fine manipulation; and lift or carry weight of 40 pounds or less.

Understand and interpret written and oral instructions, electrical drawings, blueprints, plans and wiring diagrams.

Set electrical recording devices.

Use and care for tools and equipment used in maintaining and repairing electrical and electronic devices.

Work safely under emergency, hazardous conditions.

Assist others in municipal electrical and electronic maintenance and repair duties.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain effective working relationships with those contacted in the course of work.

Experience and Training

Experience:

One year of experience in the maintenance and repair of electrical equipment and systems related to an electric or service utility is desired.

Training:

Equivalent to the completion of the twelfth grade GED, or higher-level degree. Specialized training in electrical or an electronics field preferred but not required.

License or Certificate

Possession of a valid California driver's license by date of appointment.

Possession of First Aid and cardiopulmonary resuscitation (CPR) certificates within six (6) months of date of appointment.

Electric Metering System Technician

In addition to the qualifications for the Electric Apprentice Metering System Technician:

Knowledge of:

Computer controlled test equipment.

Complex control electric and electronic schematics.

Electric circuit protection.

Electrical safety and Personal Protective Equipment (PPE) procedures.

Lockout/Tagout procedures.

Complex principles of electrical and electronic repair, maintenance and system design.

Principles and practices associated with installing current transformers, metering circuits, potential transformers and the programming of electrical revenue meters.

National Electrical Code/California Electric Code and related standards.

Methods for troubleshooting telecommunication issues.

Principles, methods, materials and equipment used in the installation, testing, maintenance, operations and modification of electrical revenue meters.

AMI systems, including communication equipment and meter programming.

Ability to:

Troubleshoot and repair a wide variety of electrical metering devices, AMI communication devices and associated equipment.

Analyze electrical and electronic prints and schematics.

Troubleshoot and repair electrical metering devices.

Analyze test data from voltage and current recordings.

Follow detailed manufacturer instructions to perform tests.

Work assigned shift schedules; be available for callback and on-call assignment.

Work unusual and prolonged work schedules during emergencies, seasonally caused circumstances in varying weather and temperature conditions.

Experience and Training

Experience:

Three years of responsible electrical maintenance experience performing duties similar to that of an Electric Apprentice Metering System Technician with the City of Roseville.

Training:

Equivalent to the completion of the twelfth grade GED, or higher-level degree, Completion of a recognized Electric Metering Systems Technician Apprenticeship program or equivalent.

License or Certificate

Possession of a valid California driver's license by date of appointment.

02-26-22	Electric Apprentice Metering System Technician/Electric Metering System Technician
05-09-20	Electric Metering Systems Technician I/II
03-15-18	
11-09-10	
01-01-07	Electric Utility Technician I/II

Position Allocation Control Report

Report as of Date: 02-26-22

Position Code	Position Title	Allocated FTE
CAO2202450	Assistant City Attorney	1
CAO2212000	City Attorney	1
CAO2216580	Deputy City Attorney I/II	1
CAO2240960	Legal Clerk I/II	1
CAO2240960	Legal Clerk I/II	1
CAO2250150	Paralegal	1
CAO2271230	Senior Deputy City Attorney	1
CAO2271230	Senior Deputy City Attorney	1
CAO2271230	Senior Deputy City Attorney	1
Total for	**CAO City Attorney**	9

Position Code	Position Title	Allocated FTE
CCD36025000	Assistant City Clerk	1
CCD36122000	City Clerk	1
CCD36122700	City Clerk Technician I/II	1
CCD36122700	City Clerk Technician I/II	1
CCD36122700	City Clerk Technician I/II	1
CCD36122700	City Clerk Technician I/II	1
CCD36122700	City Clerk Technician I/II	1
CCD36166500	Deputy City Clerk I/ll	1
CCD36166500	Deputy City Clerk I/ll	1
CCD36954800	Passport/Livescan Agent	0.5
CCD36954800	Passport/Livescan Agent	0.5
CCD36954800	Passport/Livescan Agent	1
CCD36954800	Passport/Livescan Agent	1
Total for	**CCD City Clerk Department**	12

Position Code	Position Title	Allocated FTE
CMO1403250	Assistant City Manager	1
CMO1403250	Assistant City Manager	1
CMO1412400	City Manager	1
CMO1425400	Environmental Coordinator	1
CMO1425510	Executive Assistant	1
CMO1414449	Management Analyst - City Manager	1
CMO1444570	Management Assistant I/II	1
Total for	**CMO City Manager**	7

Position Code	Position Title	Allocated FTE
DSD66007100	Administrative Assistant	1
DSD66008400	Administrative Technician	1
DSD66100500	Associate (PE)/Assistant/Junior Engineer	1
DSD66100500	Associate (PE)/Assistant/Junior Engineer	1
DSD66100500	Associate (PE)/Assistant/Junior Engineer	1
DSD66100500	Associate (PE)/Assistant/Junior Engineer	1
DSD66100500	Associate (PE)/Assistant/Junior Engineer	1
DSD66082000	Associate Engineer	1
DSD66082000	Associate Engineer	1
DSD66090000	Associate/Assistant Planner	1
DSD66090000	Associate/Assistant Planner	1
DSD66090000	Associate/Assistant Planner	1
DSD66090000	Associate/Assistant Planner	1
DSD66090000	Associate/Assistant Planner	1
DSD66090000	Associate/Assistant Planner	1
DSD66101700	Building Inspection Supervisor	1
DSD66101900	Building Inspector I/II	1
DSD66101900	Building Inspector I/II	1
DSD66101900	Building Inspector I/II	1
DSD66101900	Building Inspector I/II	1
DSD66101900	Building Inspector I/II	1
DSD66101900	Building Inspector I/II	1
DSD66101900	Building Inspector I/II	1
DSD66101900	Building Inspector I/II	1
DSD66104300	Building Official	1
DSD66104700	Building Plans Examiner I/II	1
DSD66104700	Building Plans Examiner I/II	1
DSD66104700	Building Plans Examiner I/II	1
DSD66104700	Building Plans Examiner I/II	1
DSD66136900	Code Enforcement Inspector I/II	1
DSD66136900	Code Enforcement Inspector I/II	1

DSD66136900	Code Enforcement Inspector I/II	1
DSD66136900	Code Enforcement Inspector I/II	1
DSD66136800	Code Enforcement Supervisor	1
DSD66102700	Construction Inspection Superintendent	1
DSD66124800	Construction Inspection Supervisor	1
DSD66143400	Construction Inspector I/II	1
DSD66143400	Construction Inspector I/II	1
DSD66143400	Construction Inspector I/II	1
DSD66143400	Construction Inspector I/II	1
DSD66143400	Construction Inspector I/II	1
DSD66143400	Construction Inspector I/II	1
DSD66128000	Development Services Administrator	1
DSD66128200	Development Services Analyst	1
DSD66128200	Development Services Analyst	1
DSD66167600	Development Services Director	1
DSD66169500	Development Services Manager	1
DSD66167200	Development Technician I/II	1
DSD66167200	Development Technician I/II	1
DSD66167200	Development Technician I/II	1
DSD66127700	Engineering Manager	1
DSD66341200	GIS Analyst I/II	1
DSD66221400	GIS Technician I/II	1
DSD66005000	Management Analyst I/II	1
DSD66495700	Office Assistant I/II	1
DSD66495700	Office Assistant I/II	1
DSD66527900	Permit Technician I/II	1
DSD66527900	Permit Technician I/II	1
DSD66527900	Permit Technician I/II	1
DSD66150100	Permits Supervisor	1
DSD66530900	Planning Manager	1
DSD66551400	Principal Engineer	1
DSD66711700	Senior Building Inspector	1
DSD66719500	Senior Building Plans Examiner	1
DSD66712100	Senior Construction Inspector	1
DSD66712100	Senior Construction Inspector	1
DSD66128100	Senior Development Services Analyst	1
DSD66714200	Senior Engineer	1
DSD66714200	Senior Engineer	1
DSD66150200	Senior Permits Technician	1
DSD66718000	Senior Planner	1
DSD66718000	Senior Planner	1

Total for	**DSD Development Services Department**	72

Position Code	Position Title	Allocated FTE
EDD54167500	Economic Development Analyst I/II	1
EDD54171000	Economic Development Director	1
EDD54100100	Economic Development Project Manager	1
EDD54100100	Economic Development Project Manager	1
EDD54255100	Executive Assistant	1
EDD54340200	Housing Analyst I/II	1
EDD54340200	Housing Analyst I/II	1
EDD54340200	Housing Analyst I/II	1
EDD54358900	Housing Manager	1
EDD54359000	Housing Supervisor	1
EDD54359200	Housing Technician I/II	1
EDD54359200	Housing Technician I/II	1
EDD54359200	Housing Technician I/II	1
EDD54359200	Housing Technician I/II	1
EDD54005000	Management Analyst I/II	1
EDD54495700	Office Assistant I/II	1
EDD54714800	Senior Housing Technician	1
Total for	**EDD Economic Development Department**	17

Position Code	Position Title	Allocated FTE
ELE70150500	AMI Project Manager	1
ELE70007100	Administrative Assistant	1
ELE70008400	Administrative Technician	1
ELE70008400	Administrative Technician	1
ELE70008400	Administrative Technician	1
ELE70039500	Assistant Electric Utility Director	1
ELE70039500	Assistant Electric Utility Director	1
ELE70039500	Assistant Electric Utility Director	1
ELE70106700	Associate/Assistant Electric Analyst	1
ELE70106700	Associate/Assistant Electric Analyst	1
ELE70106700	Associate/Assistant Electric Analyst	1
ELE70106700	Associate/Assistant Electric Analyst	1
ELE70106700	Associate/Assistant Electric Analyst	1
ELE70106700	Associate/Assistant Electric Analyst	1
ELE70154800	Data Management Specialist I/II	1
ELE70154800	Data Management Specialist I/II	1
ELE70164500	Department Public Information Officer	1
ELE70131200	Electric Business Analyst I/II	1
ELE70131200	Electric Business Analyst I/II	1
ELE70131200	Electric Business Analyst I/II	1
ELE70131200	Electric Business Analyst I/II	1

ELE70131200	Electric Business Analyst I/II	1
ELE70131200	Electric Business Analyst I/II	1
ELE70131200	Electric Business Analyst I/II	1
ELE70233500	Electric Compliance Analyst I/II	1
ELE70233500	Electric Compliance Analyst I/II	1
ELE70628500	Electric Customer Programs Supervisor	1
ELE70233000	Electric Drafting Technician I/II	1
ELE70234500	Electric Engineering Technician I/II	1
ELE70234500	Electric Engineering Technician I/II	1
ELE70234500	Electric Engineering Technician I/II	1
ELE70234500	Electric Engineering Technician I/II	1
ELE70228400	Electric Engineering Technician Supervisor	1
ELE70228600	Electric Line Troubleshooter	1
ELE70228600	Electric Line Troubleshooter	1
ELE70228600	Electric Line Troubleshooter	1
ELE70221200	Electric Materials Technician I/II	1
ELE70221200	Electric Materials Technician I/II	1
ELE70221200	Electric Materials Technician I/II	1
ELE70221200	Electric Materials Technician I/II	1
ELE70233800	Electric Operations Manager	1
ELE70233900	Electric Operations Supervisor	1
ELE70233900	Electric Operations Supervisor	1
ELE70225400	Electric Preventive Data System Technician	1
ELE70231600	Electric Resources Planner I/II	1
ELE70231600	Electric Resources Planner I/II	1
ELE70231600	Electric Resources Planner I/II	1
ELE70231600	Electric Resources Planner I/II	1
ELE70221600	Electric Risk and Compliance Supervisor	1
ELE70231900	Electric Substation Supervisor	1
ELE70235000	Electric System Dispatcher	1
ELE70235000	Electric System Dispatcher	1
ELE70235000	Electric System Dispatcher	1
ELE70235900	Electric Technology System Technician	1
ELE70235900	Electric Technology System Technician	1
ELE70235900	Electric Technology System Technician	1
ELE70956000	Electric Technology Systems Administrator	1
ELE70232000	Electric Utility Director	1
ELE70221500	Electric Utility Financial Administrator	1
ELE70925000	Electric Utility Inspection Technician	1
ELE70925000	Electric Utility Inspection Technician	1
ELE70925000	Electric Utility Inspection Technician	1
ELE70228501	Electric/Apprentice Line Technician	1
ELE70228501	Electric/Apprentice Line Technician	1
ELE70228501	Electric/Apprentice Line Technician	1
ELE70228500	Electric/Apprentice Line Technician	1
ELE70228500	Electric/Apprentice Line Technician	1
ELE70228500	Electric/Apprentice Line Technician	1

ELE70228500	Electric/Apprentice Line Technician	1
ELE70228500	Electric/Apprentice Line Technician	1
ELE70228500	Electric/Apprentice Line Technician	1
ELE70228500	Electric/Apprentice Line Technician	1
ELE70228500	Electric/Apprentice Line Technician	1
ELE70228501	Electric/Apprentice Line Technician/Pre-Apprentice	1
ELE70228501	Electric/Apprentice Line Technician/Pre-Apprentice	1
ELE70228501	Electric/Apprentice Line Technician/Pre-Apprentice	1
ELE70228500	Electric/Apprentice Line Technician/Pre-Apprentice	1
ELE70108500	Electric/Apprentice Metering System Technician	1
ELE70108500	Electric/Apprentice Metering System Technician	1
ELE70108500	Electric/Apprentice Metering System Technician	1
ELE70108500	Electric/Apprentice Metering System Technician	1
ELE70108500	Electric/Apprentice Metering System Technician	1
ELE70108301	Electric/Apprentice Substation Technician	1
ELE70108301	Electric/Apprentice Substation Technician	1
ELE70108301	Electric/Apprentice Substation Technician	1
ELE70108300	Electric/Apprentice Substation Technician	1
ELE70108300	Electric/Apprentice Substation Technician	1
ELE70108300	Electric/Apprentice Substation Technician	1
ELE70108300	Electric/Apprentice Substation Technician	1
ELE70108300	Electric/Apprentice Substation Technician	1
ELE70108300	Electric/Apprentice Substation Technician	1
ELE70108300	Electric/Apprentice Substation Technician	1
ELE70108300	Electric/Apprentice Substation Technician	1
ELE70108300	Electric/Apprentice Substation Technician	1
ELE70246600	Energy Program Technician	1
ELE70246600	Energy Program Technician	1
ELE70250100	Energy Services Account Representative I/II	1
ELE70250100	Energy Services Account Representative I/II	1
ELE70250100	Energy Services Account Representative I/II	1
ELE70108200	Generation Maintenance Scheduler-Coordinator	1
ELE70164800	Government Relations Representative I/II	1
ELE70360800	Instrument and Control Technician	1
ELE70360800	Instrument and Control Technician	1
ELE70360800	Instrument and Control Technician	1
ELE70451700	Marketing and Communication Analyst I/II	0.5
ELE70451700	Marketing and Communication Analyst I/II	1
ELE70454000	Meter Reader	1
ELE70454000	Meter Reader	1
ELE70454000	Meter Reader	1
ELE70453400	Meter Service Worker	1
ELE70495700	Office Assistant I/II	1
ELE70495700	Office Assistant I/II	1
ELE70495700	Office Assistant I/II	1
ELE70495700	Office Assistant I/II	1
ELE70559600	Power Engineer I/II	1

ELE70559600	Power Engineer I/II	1
ELE70559600	Power Engineer I/II	1
ELE70559600	Power Engineer I/II	1
ELE70550500	Power Engineering Manager	1
ELE70560000	Power Generation Superintendent	1
ELE70559100	Power Plant Engineer I/II	1
ELE70559100	Power Plant Engineer I/II	1
ELE70552600	Power Plant Mechanic	1
ELE70552600	Power Plant Mechanic	1
ELE70552600	Power Plant Mechanic	1
ELE70553000	Power Plant Operations and Maintenance Supervisor	1
ELE70553000	Power Plant Operations and Maintenance Supervisor	1
ELE70552300	Power Plant Operator Technician I/II	1
ELE70552300	Power Plant Operator Technician I/II	1
ELE70552300	Power Plant Operator Technician I/II	1
ELE70552300	Power Plant Operator Technician I/II	1
ELE70552300	Power Plant Operator Technician I/II	1
ELE70552300	Power Plant Operator Technician I/II	1
ELE70552300	Power Plant Operator Technician I/II	1
ELE70552300	Power Plant Operator Technician I/II	1
ELE70552300	Power Plant Operator Technician I/II	1
ELE70553500	Power Supply and Portfolio Administrator	1
ELE70712800	Senior Electric Business Analyst	1
ELE70712800	Senior Electric Business Analyst	1
ELE70712800	Senior Electric Business Analyst	1
ELE70712800	Senior Electric Business Analyst	1
ELE70711800	Senior Electric Line Technician	1
ELE70711800	Senior Electric Line Technician	1
ELE70711800	Senior Electric Line Technician	1
ELE70711800	Senior Electric Line Technician	1
ELE70711800	Senior Electric Line Technician	1
ELE70716900	Senior Electric Materials Technician	1
ELE70103600	Senior Electric Metering Systems Technician	1
ELE70712600	Senior Electric Substation Technician	1
ELE70712600	Senior Electric Substation Technician	1
ELE70712600	Senior Electric Substation Technician	1
ELE70716800	Senior Electric System Dispatcher	1
ELE70102300	Senior Electric Technology Systems Analyst	1
ELE70716300	Senior Energy Services Account Representative	1
ELE70716300	Senior Energy Services Account Representative	1
ELE70716100	Senior GIS Analyst	1
ELE70720000	Senior Meter Service Worker	1
ELE70715100	Senior Power Engineer	1
ELE70715100	Senior Power Engineer	1
ELE70555500	Senior Power Plant Engineer	1
ELE70715200	Senior Power Plant Operator Technician	1
ELE70715200	Senior Power Plant Operator Technician	1

ELE70715200	Senior Power Plant Operator Technician	1
ELE70715200	Senior Power Plant Operator Technician	1
ELE70102900	Senior Utility Billing Analyst	1
ELE70102900	Senior Utility Billing Analyst	1
ELE70104400	Senior Utility Customer Service Specialist	1
ELE70104400	Senior Utility Customer Service Specialist	1
ELE70104400	Senior Utility Customer Service Specialist	1
ELE70331500	Utility Billing Analyst I/II	1
ELE70331500	Utility Billing Analyst I/II	1
ELE70331500	Utility Billing Analyst I/II	1
ELE70331500	Utility Billing Analyst I/II	1
ELE70331500	Utility Billing Analyst I/II	1
ELE70920001	Utility Billing Operations Manager	1
ELE70104100	Utility Billing and Field Services Supervisor	1
ELE70104901	Utility Customer Service Representative I/II	1
ELE70104901	Utility Customer Service Representative I/II	1
ELE70104901	Utility Customer Service Representative I/II	1
ELE70104901	Utility Customer Service Representative I/II	1
ELE70104901	Utility Customer Service Representative I/II	0.75
ELE70104901	Utility Customer Service Representative I/II	0.5
ELE70104900	Utility Customer Service Representative I/II	1
ELE70104900	Utility Customer Service Representative I/II	0.5
ELE70104900	Utility Customer Service Representative I/II	1
ELE70104900	Utility Customer Service Representative I/II	1
ELE70104900	Utility Customer Service Representative I/II	1
ELE70104900	Utility Customer Service Representative I/II	1
ELE70104900	Utility Customer Service Representative I/II	1
ELE70104600	Utility Customer Service Specialist I/II	1
ELE70104600	Utility Customer Service Specialist I/II	1
ELE70104600	Utility Customer Service Specialist I/II	1
ELE70104600	Utility Customer Service Specialist I/II	1
ELE70104200	Utility Customer Service Supervisor	1
ELE70164600	Utility Government Relations Administrator	1
Total for	**ELE Electric Department**	193.25

Position Code	**Position Title**	**Allocated FTE**
EUD7400710	Administrative Assistant	1
EUD7410030	Administrative Supervisor	1
EUD7400840	Administrative Technician	1
EUD7400840	Administrative Technician	1
EUD7400840	Administrative Technician	1
EUD7400840	Administrative Technician	1
EUD7404110	Assistant Environmental Utilities Director	1
EUD7404110	Assistant Environmental Utilities Director	1

EUD7404110	Assistant Environmental Utilities Director	1
EUD7410050	Associate (PE)/Assistant/Junior Engineer	1
EUD7408200	Associate Engineer	1
EUD7408200	Associate Engineer	1
EUD7415480	Data Management Specialist I/II	1
EUD7415480	Data Management Specialist I/II	1
EUD7415480	Data Management Specialist I/II	1
EUD7495610	Data Management System Administrator	1
EUD7416450	Department Public Information Officer	1
EUD7416720	Development Technician I/II	1
EUD7495500	ERP Business Analyst I/II	1
EUD7413500	Engineering Technician I/II	1
EUD7413500	Engineering Technician I/II	1
EUD7425440	Environmental Compliance Specialist I/II	1
EUD7425440	Environmental Compliance Specialist I/II	1
EUD7425480	Environmental Utilities Business Administrator	1
EUD7425470	Environmental Utilities Business Analyst I/II	1
EUD7425470	Environmental Utilities Business Analyst I/II	1
EUD7425470	Environmental Utilities Business Analyst I/II	1
EUD7425470	Environmental Utilities Business Analyst I/II	1
EUD7416840	Environmental Utilities Director	1
EUD7410380	Environmental Utilities Instrument and Control Technician I/II	1
EUD7410380	Environmental Utilities Instrument and Control Technician I/II	1
EUD7410380	Environmental Utilities Instrument and Control Technician I/II	1
EUD7410380	Environmental Utilities Instrument and Control Technician I/II	1
EUD7410380	Environmental Utilities Instrument and Control Technician I/II	1
EUD7410380	Environmental Utilities Instrument and Control Technician I/II	1
EUD7410240	Environmental Utilities Maintenance Superintendent	1
EUD7425410	Environmental Utility Compliance Administrator	1
EUD7425410	Environmental Utility Compliance Administrator	1
EUD7425410	Environmental Utility Compliance Administrator	1
EUD7433350	Finance Clerk I/II	1
EUD7433350	Finance Clerk I/II	1
EUD7434120	GIS Analyst I/II	1
EUD7434120	GIS Analyst I/II	1
EUD7434120	GIS Analyst I/II	1
EUD7434510	Government Relations Administrator	1
EUD7410020	Hydrogeologist	1
EUD7436040	Industrial Waste Specialist	1
EUD7436100	Industrial Waste Technician	1
EUD7437320	Interpretive Services Specialist I/II	1
EUD7437320	Interpretive Services Specialist I/II	1
EUD7437400	Interpretive Services Supervisor	1
EUD7440200	Laboratory Technician I/II	1
EUD7440200	Laboratory Technician I/II	1
EUD7440200	Laboratory Technician I/II	1
EUD7440200	Laboratory Technician I/II	1

EUD7400500	Management Analyst I/II	1
EUD7445170	Marketing and Communication Analyst I/II	1
EUD7445170	Marketing and Communication Analyst I/II	1
EUD7445200	Materials Technician	1
EUD7445200	Materials Technician	1
EUD7449570	Office Assistant I/II	1
EUD7449570	Office Assistant I/II	1
EUD7449570	Office Assistant I/II	1
EUD7449570	Office Assistant I/II	1
EUD7449570	Office Assistant I/II	1
EUD7449570	Office Assistant I/II	1
EUD7449570	Office Assistant I/II	1
EUD7449570	Office Assistant I/II	1
EUD7449570	Office Assistant I/II	1
EUD7449570	Office Assistant I/II	1
EUD7449570	Office Assistant I/II	1
EUD7410280	Organics Truck Driver	1
EUD7453190	Plant and Equipment Maintenance Worker I/II	1
EUD7453190	Plant and Equipment Maintenance Worker I/II	1
EUD7453190	Plant and Equipment Maintenance Worker I/II	1
EUD7453280	Plant and Equipment Mechanic I/II	1
EUD7453280	Plant and Equipment Mechanic I/II	1
EUD7453280	Plant and Equipment Mechanic I/II	1
EUD7453280	Plant and Equipment Mechanic I/II	1
EUD7453280	Plant and Equipment Mechanic I/II	1
EUD7453280	Plant and Equipment Mechanic I/II	1
EUD7454020	Predictive Maintenance Technician I/II	1
EUD7455330	Preventative Maintenance Coordinator	1
EUD7455330	Preventative Maintenance Coordinator	1
EUD7455190	Preventative Maintenance Supervisor	1
EUD7455190	Preventative Maintenance Supervisor	1
EUD7455020	Preventative Maintenance Technician I/II	1
EUD7455020	Preventative Maintenance Technician I/II	1
EUD7455020	Preventative Maintenance Technician I/II	1
EUD7455020	Preventative Maintenance Technician I/II	1
EUD7455140	Principal Engineer	1
EUD7455140	Principal Engineer	1
EUD7410040	Process Engineer	1
EUD7461500	Recycling and Organics Coordinator	1
EUD7462260	Refuse Maintenance Worker I/II	1
EUD7462260	Refuse Maintenance Worker I/II	1
EUD7462260	Refuse Maintenance Worker I/II	1
EUD7462260	Refuse Maintenance Worker I/II	1
EUD7462310	Refuse Superintendent	1
EUD7462350	Refuse Supervisor	1
EUD7462350	Refuse Supervisor	1
EUD7462350	Refuse Supervisor	1

EUD7462350	Refuse Supervisor	1
EUD7463040	Refuse Truck Driver I/II	1
EUD7463040	Refuse Truck Driver I/II	1
EUD7463040	Refuse Truck Driver I/II

EUD7465000	Safety Coordinator	1
EUD7471420	Senior Engineer	1
EUD7471420	Senior Engineer	1
EUD7471420	Senior Engineer	1
EUD7410650	Senior Environmental Utilities Business Analyst	1
EUD7471610	Senior GIS Analyst	1
EUD7437330	Senior Interpretive Services Specialist	1
EUD7472840	Senior Preventative Maintenance Technician	1
EUD7472840	Senior Preventative Maintenance Technician	1
EUD7472840	Senior Preventative Maintenance Technician	1
EUD7471290	Senior Refuse Truck Driver	1
EUD7471290	Senior Refuse Truck Driver	1
EUD7471290	Senior Refuse Truck Driver	1
EUD7471290	Senior Refuse Truck Driver	1
EUD7471290	Senior Refuse Truck Driver	1
EUD7471290	Senior Refuse Truck Driver	1
EUD7495590	Senior SCADA System Technician	1
EUD7412790	Senior Solid Waste Billing Technician	1
EUD7472020	Senior Wastewater Utility Maintenance Worker	1
EUD7472020	Senior Wastewater Utility Maintenance Worker	1
EUD7472020	Senior Wastewater Utility Maintenance Worker	1
EUD7472020	Senior Wastewater Utility Maintenance Worker	1
EUD7472020	Senior Wastewater Utility Maintenance Worker	1
EUD7472040	Senior Water Distribution Worker	1
EUD7472040	Senior Water Distribution Worker	1
EUD7472040	Senior Water Distribution Worker	1
EUD7472040	Senior Water Distribution Worker	1
EUD7472040	Senior Water Distribution Worker	1
EUD7472040	Senior Water Distribution Worker	1
EUD7473240	Solid Waste Billing Technician	1
EUD7416460	Utility Government Relations Administrator	1
EUD7416460	Utility Government Relations Administrator	1
EUD7489780	Wasterwater Collection Supervisor	1
EUD7489800	Wastewater Collection Superintendent	1
EUD7489780	Wastewater Collection Supervisor	1
EUD7489780	Wastewater Collection Supervisor	1
EUD7490400	Wastewater Treatment Plant Chief Operator	1
EUD7490250	Wastewater Treatment Plant Operator Grade I/II/III 8Hr	1
EUD7490250	Wastewater Treatment Plant Operator Grade I/II/III 8Hr	1
EUD7490250	Wastewater Treatment Plant Operator Grade I/II/III 8Hr	1
EUD7490250	Wastewater Treatment Plant Operator Grade I/II/III 8Hr	1
EUD7490250	Wastewater Treatment Plant Operator Grade I/II/III 8Hr	1
EUD7490250	Wastewater Treatment Plant Operator Grade I/II/III 8Hr	1
EUD7490250	Wastewater Treatment Plant Operator Grade I/II/III 8Hr	1
EUD7490250	Wastewater Treatment Plant Operator Grade I/II/III 8Hr	1
EUD7490250	Wastewater Treatment Plant Operator Grade I/II/III 8Hr	1

EUD7490200	Wastewater Treatment Plant Operator Grade III 24Hr	1
EUD7490200	Wastewater Treatment Plant Operator Grade III 24Hr	1
EUD7490200	Wastewater Treatment Plant Operator Grade III 24Hr	1
EUD7490200	Wastewater Treatment Plant Operator Grade III 24Hr	1
EUD7490300	Wastewater Treatment Plant Operator Grade IV	1
EUD7490300	Wastewater Treatment Plant Operator Grade IV	1
EUD7490290	Wastewater Utility Maintenance Worker I/II	1
EUD7490290	Wastewater Utility Maintenance Worker I/II	1
EUD7490290	Wastewater Utility Maintenance Worker I/II	1
EUD7490290	Wastewater Utility Maintenance Worker I/II	1
EUD7490290	Wastewater Utility Maintenance Worker I/II	1
EUD7490290	Wastewater Utility Maintenance Worker I/II	1
EUD7490290	Wastewater Utility Maintenance Worker I/II	1
EUD7490290	Wastewater Utility Maintenance Worker I/II	1
EUD7490290	Wastewater Utility Maintenance Worker I/II	1
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EUD7490290	Wastewater Utility Maintenance Worker I/II	1
EUD7490290	Wastewater Utility Maintenance Worker I/II	1
EUD7490290	Wastewater Utility Maintenance Worker I/II	1
EUD7490290	Wastewater Utility Maintenance Worker I/II	1
EUD7490290	Wastewater Utility Maintenance Worker I/II	1
EUD7490290	Wastewater Utility Maintenance Worker I/II	1
EUD7490290	Wastewater Utility Maintenance Worker I/II	1
EUD7490290	Wastewater Utility Maintenance Worker I/II	1
EUD7490290	Wastewater Utility Maintenance Worker I/II	1
EUD7490290	Wastewater Utility Maintenance Worker I/II	1
EUD7490290	Wastewater Utility Maintenance Worker I/II	1
EUD7490290	Wastewater Utility Maintenance Worker I/II	1
EUD7490290	Wastewater Utility Maintenance Worker I/II	1
EUD7490470	Water Conservation Administrator	1
EUD7490780	Water Conservation Specialist	1
EUD7490510	Water Conservation Worker I/II	1
EUD7490510	Water Conservation Worker I/II	1
EUD7490510	Water Conservation Worker I/II	1
EUD7490510	Water Conservation Worker I/II	1
EUD7490510	Water Conservation Worker I/II	1
EUD7490850	Water Distribution Superintendent	1
EUD7490840	Water Distribution Supervisor	1
EUD7490840	Water Distribution Supervisor	1
EUD7490840	Water Distribution Supervisor	1
EUD7490840	Water Distribution Supervisor	1
EUD7492480	Water Distribution Worker I/II	1
EUD7492480	Water Distribution Worker I/II	1
EUD7492480	Water Distribution Worker I/II	1
EUD7492480	Water Distribution Worker I/II	1

EUD7492480	Water Distribution Worker I/II	1
EUD7492480	Water Distribution Worker I/II	1
EUD7492480	Water Distribution Worker I/II	1
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EUD7492480	Water Distribution Worker I/II	1
EUD7492480	Water Distribution Worker I/II	1
EUD7492480	Water Distribution Worker I/II	1
EUD7492480	Water Distribution Worker I/II	1
EUD7492480	Water Distribution Worker I/II	1
EUD7492480	Water Distribution Worker I/II	1
EUD7491010	Water Quality Lab Supervisor	1
EUD7491010	Water Quality Lab Supervisor	1
EUD7410530	Water Quality Technician	1
EUD7491750	Water Treatment Plant Chief Operator	1
EUD7492300	Water Treatment Plant Operator Grade I/II/III 24Hr	1
EUD7492300	Water Treatment Plant Operator Grade I/II/III 24Hr	1
EUD7492300	Water Treatment Plant Operator Grade I/II/III 24Hr	1
EUD7492300	Water Treatment Plant Operator Grade I/II/III 24Hr	1
EUD7492300	Water Treatment Plant Operator Grade I/II/III 24Hr	1
EUD7492300	Water Treatment Plant Operator Grade I/II/III 24Hr	1

Total for	**EUD Environmental Utilities Department**	271

Position Code	**Position Title**	**Allocated FTE**
FIN24004000	Accountant I/II	1
FIN24004000	Accountant I/II	1
FIN24137000	Accounting Manager	1
FIN24004300	Accounting Supervisor	1
FIN24942700	Accounts Payable Supervisor	1
FIN24008400	Administrative Technician	0.5
FIN24008400	Administrative Technician	1
FIN24102100	Assistant City Manager/Chief Financial Officer	1
FIN24210260	Assistant Finance Director	1
FIN24091500	Budget Analyst I/II	1
FIN24091500	Budget Analyst I/II	1
FIN24091500	Budget Analyst I/II	1
FIN24091500	Budget Analyst I/II	1

FIN24093000	Budget Manager	1
FIN24106000	Buyer I/II	1
FIN24106000	Buyer I/II	1
FIN24106000	Buyer I/II	1
FIN24145000	Courier	1
FIN24955000	ERP Business Analyst I/II	1
FIN24955000	ERP Business Analyst I/II	1
FIN24955000	ERP Business Analyst I/II	1
FIN24652000	ERP Program Manager	1
FIN24333501	Finance Clerk I/II	0.63
FIN24333501	Finance Clerk I/II	1
FIN24333500	Finance Clerk I/II	1
FIN24333500	Finance Clerk I/II	1
FIN24333500	Finance Clerk I/II	1
FIN24290000	Finance Manager	1
FIN24332600	Finance Technician I/II	1
FIN24332600	Finance Technician I/II	1
FIN24005000	Management Analyst I/II	1
FIN24445700	Management Assistant I/II	1
FIN24510300	Payroll Clerk I/II	1
FIN24510300	Payroll Clerk I/II	0.6
FIN24942800	Payroll Supervisor	1
FIN24510100	Payroll Technician I/II	1
FIN24510100	Payroll Technician I/II	1
FIN24565200	Purchasing and Warehouse Manager	1
FIN24105100	Senior Accountant	1
FIN24105100	Senior Accountant	1
FIN24105100	Senior Accountant	1
FIN24713900	Senior Buyer	1
FIN24714100	Senior Payroll Technician	1
FIN24720300	Senior Warehouse Worker	1
FIN24895200	Warehouse Worker I/II	1
Total for	**FIN Finance Department**	43.73

Position Code	Position Title	Allocated FTE
FIR48007100	Administrative Assistant	1
FIR48008400	Administrative Technician	1
FIR48048000	Assistant Fire Chief	1
FIR48164500	Department Public Information Officer	1
FIR48241500	EMS Quality Assurance Coordinator	1
FIR48090500	Fire Battalion Chief	1
FIR48090500	Fire Battalion Chief	1
FIR48090500	Fire Battalion Chief	1
FIR48090500	Fire Battalion Chief	1

FIR48090500	Fire Battalion Chief	1
FIR48090500	Fire Battalion Chief	1
FIR48332003	Fire Captain	1
FIR48332002	Fire Captain	1
FIR48332002	Fire Captain	1
FIR48332002	Fire Captain	1
FIR48332002	Fire Captain	1
FIR48332002	Fire Captain	1
FIR48332002	Fire Captain	1
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FIR48332002	Fire Captain	1
FIR48332001	Fire Captain	1
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FIR48332000	Fire Captain	1
FIR48332000	Fire Captain	1
FIR48332000	Fire Captain	1
FIR48333000	Fire Chief	1
FIR48333200	Fire Division Chief	1
FIR48333200	Fire Division Chief	1
FIR48334003	Fire Engineer	1
FIR48334002	Fire Engineer	1
FIR48334002	Fire Engineer	1
FIR48334002	Fire Engineer	1
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FIR48334002	Fire Engineer	1
FIR48334001	Fire Engineer	1

FIR48334001	Fire Engineer	1
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FIR48334000	Fire Engineer	1
FIR48334000	Fire Engineer	1
FIR48334000	Fire Engineer	1
FIR48334000	Fire Engineer	1
FIR48334000	Fire Engineer	1
FIR48102200	Fire and Environmental Inspection Supervisor	1
FIR48337700	Fire and Environmental Safety Inspector I/II	1
FIR48337700	Fire and Environmental Safety Inspector I/II	1
FIR48337700	Fire and Environmental Safety Inspector I/II	1
FIR48337700	Fire and Environmental Safety Inspector I/II	1
FIR48337700	Fire and Environmental Safety Inspector I/II	1
FIR48335503	Firefighter Paramedic I/II	1
FIR48335503	Firefighter Paramedic I/II	1
FIR48335503	Firefighter Paramedic I/II	1
FIR48335503	Firefighter Paramedic I/II	1
FIR48335503	Firefighter Paramedic I/II	1
FIR48335503	Firefighter Paramedic I/II	1
FIR48335503	Firefighter Paramedic I/II	1
FIR48335502	Firefighter Paramedic I/II	1
FIR48335502	Firefighter Paramedic I/II	1
FIR48335502	Firefighter Paramedic I/II	1
FIR48335502	Firefighter Paramedic I/II	1
FIR48335502	Firefighter Paramedic I/II	1
FIR48335502	Firefighter Paramedic I/II	1
FIR48335502	Firefighter Paramedic I/II	1
FIR48335502	Firefighter Paramedic I/II	1
FIR48335502	Firefighter Paramedic I/II	1
FIR48335502	Firefighter Paramedic I/II	1
FIR48335501	Firefighter Paramedic I/II	1
FIR48335501	Firefighter Paramedic I/II	1
FIR48335501	Firefighter Paramedic I/II	1
FIR48335501	Firefighter Paramedic I/II	1
FIR48335501	Firefighter Paramedic I/II	1
FIR48335501	Firefighter Paramedic I/II	1

FIR48335501	Firefighter Paramedic I/II	1
FIR48335501	Firefighter Paramedic I/II	1
FIR48335501	Firefighter Paramedic I/II	1
FIR48335501	Firefighter Paramedic I/II	1
FIR48335500	Firefighter Paramedic I/II	1
FIR48335500	Firefighter Paramedic I/II	1
FIR48335500	Firefighter Paramedic I/II	1
FIR48335500	Firefighter Paramedic I/II	1
FIR48335500	Firefighter Paramedic I/II	1
FIR48335500	Firefighter Paramedic I/II	1
FIR48335500	Firefighter Paramedic I/II	1
FIR48335500	Firefighter Paramedic I/II	1
FIR48335500	Firefighter Paramedic I/II	1
FIR48341200	GIS Analyst I/II	1
FIR48005000	Management Analyst I/II	1
FIR48495700	Office Assistant I/II	1
Total for	**FIR Fire Department**	119

Position Code	Position Title	Allocated FTE
HRD2800710	Administrative Assistant	1
HRD2804840	Assistant Human Resources Director	1
HRD2835960	Human Resources Analyst I/II	1
HRD2835960	Human Resources Analyst I/II	1
HRD2835960	Human Resources Analyst I/II	1
HRD2835980	Human Resources Director	1
HRD2835990	Human Resources Manager	1
HRD2852350	Human Resources Technician	1
HRD2852350	Human Resources Technician	1
HRD2852350	Human Resources Technician	1
HRD2852350	Human Resources Technician	1
HRD2852350	Human Resources Technician	1
HRD2852350	Human Resources Technician	1
HRD2852350	Human Resources Technician	1
HRD2852350	Human Resources Technician	1
HRD2864500	Risk Manager	1
HRD2871780	Senior Human Resources Technician	1
HRD2871780	Senior Human Resources Technician	1
Total for	**HRD Human Resources Department**	18

Position Code	Position Title	Allocated FTE
ITD32008400	Administrative Technician	1
ITD32955800	Assistant Information Technology Director	1
ITD32955800	Assistant Information Technology Director	1
ITD32136201	Business Systems Analyst I/II	1
ITD32136201	Business Systems Analyst I/II	1
ITD32136201	Business Systems Analyst I/II	1
ITD32136200	Business Systems Analyst I/II	1
ITD32136200	Business Systems Analyst I/II	1
ITD32136200	Business Systems Analyst I/II	1
ITD32136200	Business Systems Analyst I/II	1
ITD32136200	Business Systems Analyst I/II	1
ITD32136200	Business Systems Analyst I/II	1
ITD32136200	Business Systems Analyst I/II	1
ITD32136200	Business Systems Analyst I/II	1
ITD32118000	Chief Information Officer	1
ITD32155200	Database Analyst I/II	1
ITD32155200	Database Analyst I/II	1
ITD32155200	Database Analyst I/II	1
ITD32362500	Information Security Administrator	1
ITD32379401	Information Technology Analyst I/II	1
ITD32379401	Information Technology Analyst I/II	1
ITD32379401	Information Technology Analyst I/II	1
ITD32379401	Information Technology Analyst I/II	1
ITD32379400	Information Technology Analyst I/II	1
ITD32379400	Information Technology Analyst I/II	1
ITD32379400	Information Technology Analyst I/II	1
ITD32379400	Information Technology Analyst I/II	1
ITD32379400	Information Technology Analyst I/II	1
ITD32379400	Information Technology Analyst I/II	1
ITD32379400	Information Technology Analyst I/II	1
ITD32379400	Information Technology Analyst I/II	1
ITD32379400	Information Technology Analyst I/II	1
ITD32954200	Information Technology Client Services Supervisor	1
ITD32360200	Information Technology Program Manager	1
ITD32360200	Information Technology Program Manager	1
ITD32360200	Information Technology Program Manager	1
ITD32360200	Information Technology Program Manager	1
ITD32360200	Information Technology Program Manager	1
ITD32361800	Information Technology Technician I/II	1
ITD32361800	Information Technology Technician I/II	1
ITD32361800	Information Technology Technician I/II	1
ITD32005000	Management Analyst I/II	1
ITD32713000	Senior Business Systems Analyst	1
ITD32713000	Senior Business Systems Analyst	1

ITD32713000	Senior Business Systems Analyst	1
ITD32714500	Senior Database Analyst	1
ITD32714900	Senior Information Technology Technician	1

Total for	**ITD Information Technology Department**	47

Position Code	Position Title	Allocated FTE
PAC18164500	Department Public Information Officer	1
PAC18165900	Deputy City Manager	1
PAC18451700	Marketing and Communication Analyst I/II	1
PAC18451700	Marketing and Communication Analyst I/II	1
PAC18556500	Public Information Officer	1
PAC18842600	Video and Multimedia Technician	1

Total for	**PAC Public Affairs and Communications**	6

Position Code	Position Title	Allocated FTE
POL44007100	Administrative Assistant	1
POL44010000	Animal Control Officer	1
POL44010000	Animal Control Officer	1
POL44011000	Animal Control Supervisor	1
POL44143000	Communications Supervisor	1
POL44143000	Communications Supervisor	1
POL44143000	Communications Supervisor	1
POL44138001	Community Services Officer I/II	1
POL44138000	Community Services Officer I/II	1
POL44138000	Community Services Officer I/II	1
POL44138000	Community Services Officer I/II	1
POL44138000	Community Services Officer I/II	1
POL44138000	Community Services Officer I/II	1
POL44138000	Community Services Officer I/II	1
POL44138000	Community Services Officer I/II	1
POL44138000	Community Services Officer I/II	1
POL44138000	Community Services Officer I/II	1
POL44147500	Crime Analyst	1
POL44147500	Crime Analyst	1
POL44164500	Department Public Information Officer	1
POL44170002	Dispatcher I/II	1
POL44170002	Dispatcher I/II	1
POL44170001	Dispatcher I/II	1
POL44170001	Dispatcher I/II	1
POL44170001	Dispatcher I/II	1
POL44170001	Dispatcher I/II	1

POL44170001	Dispatcher I/II	1
POL44170001	Dispatcher I/II	1
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POL44170000	Dispatcher I/II	1
POL44170000	Dispatcher I/II	1
POL44170000	Dispatcher I/II	1
POL44170000	Dispatcher I/II	1
POL44170000	Dispatcher I/II	1
POL44170000	Dispatcher I/II	1
POL44005000	Management Analyst I/II	1
POL44540000	Police Captain	1
POL44540000	Police Captain	1
POL44540000	Police Captain	1
POL44541000	Police Chief	1
POL44542000	Police Lieutenant	1
POL44542000	Police Lieutenant	1
POL44542000	Police Lieutenant	1
POL44542000	Police Lieutenant	1
POL44542000	Police Lieutenant	1
POL44542000	Police Lieutenant	1
POL44542000	Police Lieutenant	1
POL44543011	Police Officer/Police Trainee	1
POL44543011	Police Officer/Police Trainee	1
POL44543011	Police Officer/Police Trainee	1
POL44543011	Police Officer/Police Trainee	1
POL44543011	Police Officer/Police Trainee	1
POL44543011	Police Officer/Police Trainee	1
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POL44543010	Police Officer/Police Trainee	1
POL44543010	Police Officer/Police Trainee	1
POL44543009	Police Officer/Police Trainee	1
POL44543009	Police Officer/Police Trainee	1

POL44543009	Police Officer/Police Trainee	1
POL44543009	Police Officer/Police Trainee	1
POL44543009	Police Officer/Police Trainee	1
POL44543009	Police Officer/Police Trainee	1
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POL44543000	Police Officer/Police Trainee	1
POL44543000	Police Officer/Police Trainee	1
POL44543000	Police Officer/Police Trainee	1
POL44543400	Police Property and Evidence Clerk I/II	1
POL44543400	Police Property and Evidence Clerk I/II	1
POL44543400	Police Property and Evidence Clerk I/II	1
POL44543400	Police Property and Evidence Clerk I/II	1
POL44542900	Police Property and Evidence Supervisor	1
POL44544001	Police Records Clerk I/II	1
POL44544001	Police Records Clerk I/II	1
POL44544000	Police Records Clerk I/II	1
POL44544000	Police Records Clerk I/II	1
POL44544000	Police Records Clerk I/II	1
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POL44544000	Police Records Clerk I/II	1
POL44544000	Police Records Clerk I/II	1
POL44544000	Police Records Clerk I/II	1
POL44549400	Police Scene Technician I/II	1
POL44549400	Police Scene Technician I/II	1
POL44549400	Police Scene Technician I/II	1
POL44549400	Police Scene Technician I/II	1
POL44547001	Police Sergeant	1
POL44547001	Police Sergeant	1
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POL44547000	Police Sergeant	1
POL44547000	Police Sergeant	1
POL44548900	Police Services Administrator	1
POL44548900	Police Services Administrator	1
POL44103900	Police Social Services Practitioner	1
POL44565700	Public Safety Program Coordinator	1
POL44574800	Records Supervisor	1
POL44574800	Records Supervisor	1

Total for	**POL Police Department**	211

Position Code	Position Title	Allocated FTE
PRL58007100	Administrative Assistant	1
PRL58008400	Administrative Technician	1
PRL58008400	Administrative Technician	1
PRL58008400	Administrative Technician	1
PRL58008400	Administrative Technician	1
PRL58008400	Administrative Technician	1
PRL58008400	Administrative Technician	1
PRL58008400	Administrative Technician	1
PRL58830200	Aquatics Maintenance Technician	1
PRL58830000	Arborist Technician	1
PRL58037600	Assistant Child Care Site Coordinator	1
PRL58122501	Child Care Site Coordinator	1
PRL58122500	Child Care Site Coordinator	1
PRL58122500	Child Care Site Coordinator	1
PRL58122500	Child Care Site Coordinator	1
PRL58122500	Child Care Site Coordinator	1
PRL58122500	Child Care Site Coordinator	1
PRL58122500	Child Care Site Coordinator	1
PRL58122500	Child Care Site Coordinator	1
PRL58122500	Child Care Site Coordinator	1
PRL58122500	Child Care Site Coordinator	1
PRL58122500	Child Care Site Coordinator	1
PRL58164500	Department Public Information Officer	1
PRL58507500	Irrigation Technician	1
PRL58507500	Irrigation Technician	1
PRL58415200	Librarian I/II	0.5
PRL58415200	Librarian I/II	1
PRL58415200	Librarian I/II	1
PRL58415200	Librarian I/II	1
PRL58415200	Librarian I/II	1
PRL58421000	Library Assistant I/II	1
PRL58421000	Library Assistant I/II	1
PRL58421000	Library Assistant I/II	1
PRL58421000	Library Assistant I/II	1
PRL58425000	Library Technician	1
PRL58425000	Library Technician	1
PRL58425000	Library Technician	1
PRL58005000	Management Analyst I/II	1
PRL58005000	Management Analyst I/II	1
PRL58451700	Marketing and Communication Analyst I/II	1
PRL58954500	Natural Resources Specialist I/II	1
PRL58487200	Natural Resources Worker I/II	1
PRL58487200	Natural Resources Worker I/II	1
PRL58487200	Natural Resources Worker I/II	1

PRL58495700	Office Assistant I/II	1
PRL58495700	Office Assistant I/II	1
PRL58495700	Office Assistant I/II	1
PRL58495700	Office Assistant I/II	1
PRL58495700	Office Assistant I/II	1
PRL58495700	Office Assistant I/II	1
PRL58495700	Office Assistant I/II	1
PRL58495700	Office Assistant I/II	1
PRL58502200	Park Development Project Manager I/II	1
PRL58502200	Park Development Project Manager I/II	1
PRL58508002	Parks Maintenance Worker I/II	1
PRL58508001	Parks Maintenance Worker I/II	1
PRL58508001	Parks Maintenance Worker I/II	1
PRL58508001	Parks Maintenance Worker I/II	1
PRL58508001	Parks Maintenance Worker I/II	1
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PRL58508000	Parks Maintenance Worker I/II	1
PRL58508000	Parks Maintenance Worker I/II	1
PRL58508000	Parks Maintenance Worker I/II	1
PRL58508000	Parks Maintenance Worker I/II	1
PRL58508000	Parks Maintenance Worker I/II	1
PRL58502400	Parks Planning and Development Superintendent	1
PRL58127800	Parks Project Technician	1
PRL58127800	Parks Project Technician	1
PRL58127800	Parks Project Technician	1
PRL58127800	Parks Project Technician	1
PRL58127800	Parks Project Technician	1
PRL58954301	Parks Recreation and Libraries Coordinator I/II	1
PRL58954301	Parks Recreation and Libraries Coordinator I/II	1
PRL58954300	Parks Recreation and Libraries Coordinator I/II	1
PRL58954300	Parks Recreation and Libraries Coordinator I/II	1
PRL58954300	Parks Recreation and Libraries Coordinator I/II	1
PRL58954300	Parks Recreation and Libraries Coordinator I/II	1
PRL58954300	Parks Recreation and Libraries Coordinator I/II	1
PRL58954300	Parks Recreation and Libraries Coordinator I/II	1
PRL58954300	Parks Recreation and Libraries Coordinator I/II	1
PRL58954300	Parks Recreation and Libraries Coordinator I/II	1
PRL58954300	Parks Recreation and Libraries Coordinator I/II	1

PRL58508200	Parks Recreation and Libraries Director	1
PRL58954700	Parks Recreation and Libraries Manager	1
PRL58954700	Parks Recreation and Libraries Manager	1
PRL58954700	Parks Recreation and Libraries Manager	1
PRL58954600	Parks Recreation and Libraries Superintendent	1
PRL58954600	Parks Recreation and Libraries Superintendent	1
PRL58954600	Parks Recreation and Libraries Superintendent	1
PRL58954600	Parks Recreation and Libraries Superintendent	1
PRL58954600	Parks Recreation and Libraries Superintendent	1
PRL58506900	Parks Supervisor	1
PRL58506900	Parks Supervisor	1
PRL58506900	Parks Supervisor	1
PRL58506900	Parks Supervisor	1
PRL58830400	Recreation Leader	1
PRL58954400	Recreation and Library Supervisor	1
PRL58954400	Recreation and Library Supervisor	1
PRL58954400	Recreation and Library Supervisor	1
PRL58954400	Recreation and Library Supervisor	1
PRL58954400	Recreation and Library Supervisor	1
PRL58954400	Recreation and Library Supervisor	1
PRL58954400	Recreation and Library Supervisor	1
PRL58954400	Recreation and Library Supervisor	1
PRL58954400	Recreation and Library Supervisor	1
PRL58373300	Senior Interpretive Services Specialist	1
PRL58719200	Senior Parks Maintenance Worker	1
PRL58719200	Senior Parks Maintenance Worker	1
PRL58719200	Senior Parks Maintenance Worker	1
PRL58719200	Senior Parks Maintenance Worker	1
PRL58719200	Senior Parks Maintenance Worker	1
PRL58150400	Tree Trimmer I/II	1
PRL58150400	Tree Trimmer I/II	1
PRL58876200	Urban Forester	1
PRL58164100	Youth Development Program Coordinator	1
PRL58164100	Youth Development Program Coordinator	1
PRL58164100	Youth Development Program Coordinator	1
PRL58164100	Youth Development Program Coordinator	1
Total for	**PRL Parks Recreation and Libraries**	125.5

Position Code	Position Title	Allocated FTE
PWD6200710	Administrative Assistant	1
PWD6200840	Administrative Technician	0.75
PWD6200840	Administrative Technician	1
PWD6200840	Administrative Technician	1
PWD6200840	Administrative Technician	1

PWD6200840	Administrative Technician	1
PWD6200840	Administrative Technician	1
PWD6200880	Alternative Transportation Analyst I/II	0.75
PWD6200880	Alternative Transportation Analyst I/II	1
PWD6200900	Alternative Transportation Manager	1
PWD6210050	Associate (PE)/Assistant/Junior Engineer	1
PWD6210050	Associate (PE)/Assistant/Junior Engineer	1
PWD6210050	Associate (PE)/Assistant/Junior Engineer	1
PWD6210050	Associate (PE)/Assistant/Junior Engineer	1
PWD6210050	Associate (PE)/Assistant/Junior Engineer	1
PWD6210050	Associate (PE)/Assistant/Junior Engineer	1
PWD6210050	Associate (PE)/Assistant/Junior Engineer	1
PWD6210050	Associate (PE)/Assistant/Junior Engineer	1
PWD6210050	Associate (PE)/Assistant/Junior Engineer	1
PWD6210050	Associate (PE)/Assistant/Junior Engineer	1
PWD6210320	Building Maintenance Worker I/II	1
PWD6210320	Building Maintenance Worker I/II	1
PWD6210320	Building Maintenance Worker I/II	1
PWD6210320	Building Maintenance Worker I/II	1
PWD6210320	Building Maintenance Worker I/II	1
PWD6214010	Community Relations Analyst	1
PWD6214850	Custodian	1
PWD6214850	Custodian	1
PWD6214850	Custodian	1
PWD6214850	Custodian	1
PWD6210250	Custodian Supervisor	1
PWD6223850	Electronics Technician I/II	1
PWD6223850	Electronics Technician I/II	1
PWD6223850	Electronics Technician I/II	1
PWD6223850	Electronics Technician I/II	1
PWD6212770	Engineering Manager	1
PWD6213500	Engineering Technician I/II	1
PWD6225600	Equipment Serviceworker	1
PWD6225600	Equipment Serviceworker	1
PWD6225600	Equipment Serviceworker	1
PWD6225600	Equipment Serviceworker	1
PWD6233950	Facilities Manager	1
PWD6243210	Facilities Supervisor	1
PWD6233190	Fleet Management Technician	1
PWD6233920	Fleet Manager	1
PWD6225650	Fleet Services Supervisor	1
PWD6222140	GIS Technician I/II	1
PWD6200500	Management Analyst I/II	1
PWD6200500	Management Analyst I/II	1
PWD6245010	Mechanic I/II	1
PWD6245010	Mechanic I/II	1

PWD6245010	Mechanic I/II	1
PWD6245010	Mechanic I/II	1
PWD6245010	Mechanic I/II	1
PWD6245010	Mechanic I/II	1
PWD6245010	Mechanic I/II	1
PWD6245010	Mechanic I/II	1
PWD6245010	Mechanic I/II	1
PWD6249570	Office Assistant I/II	1
PWD6249570	Office Assistant I/II	1
PWD6249570	Office Assistant I/II	1
PWD6249570	Office Assistant I/II	1
PWD6249570	Office Assistant I/II	1
PWD6249570	Office Assistant I/II	1
PWD6255190	Preventative Maintenance Supervisor	1
PWD6255600	Project Coordinator	1
PWD6255600	Project Coordinator	1
PWD6210690	Project Supervisor	1
PWD6256350	Public Works Director	1
PWD6271190	Senior Building Maintenance Worker	1
PWD6271700	Senior Electronic Technician	1
PWD6271420	Senior Engineer	1
PWD6271420	Senior Engineer	1
PWD6271420	Senior Engineer	1
PWD6271890	Senior Mechanic	1
PWD6271890	Senior Mechanic	1
PWD6271870	Senior Street Maintenance Worker	1
PWD6271870	Senior Street Maintenance Worker	1
PWD6271870	Senior Street Maintenance Worker	1
PWD6271870	Senior Street Maintenance Worker	1
PWD6271870	Senior Street Maintenance Worker	1
PWD6271870	Senior Street Maintenance Worker	1
PWD6210730	Street Maintenance Manager	1
PWD6275220	Street Maintenance Supervisor	1
PWD6275220	Street Maintenance Supervisor	1
PWD6275220	Street Maintenance Supervisor	1
PWD6275300	Street Maintenance Worker I/II	1
PWD6275300	Street Maintenance Worker I/II	1
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PWD6275300	Street Maintenance Worker I/II	1
PWD6275300	Street Maintenance Worker I/II	1
PWD6275300	Street Maintenance Worker I/II	1
PWD6275400	Street Sweeper Operator	1
PWD6275400	Street Sweeper Operator	1
PWD6275400	Street Sweeper Operator	1
PWD6275400	Street Sweeper Operator	1
PWD6275400	Street Sweeper Operator	1
PWD6223760	Traffic Signal Maintenance Worker I/II	1
PWD6223760	Traffic Signal Maintenance Worker I/II	1
PWD6210590	Transit Operations Analyst I/II	1
PWD6210520	Transportation Grants Analyst	1
PWD6289380	Vehicle Maintenance Parts Buyer	1
PWD6289400	Vehicle Maintenance Servicewriter	1
PWD6289520	Warehouse Worker I/II	1
Total for	**PWD Public Works**	117.5

Total for All Departm	**Allocated FTE**
	1,268.98

COUNCIL COMMUNICATION

CC #: 1915
File #: 0324 & 0201-01

Title:	Hazardous Materials Derailment Training Facility Diesel Compressor - Budget Adjustment
Contact:	Jason Rizzi 916-774-5802 jrizzi@roseville.ca.us

Meeting Date: 2/16/2022
Item #: 6.17.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt an ordinance to approve a budget adjustment to transfer $23,000 from the General Fund to the Fleet Replacement Fund to facilitate the purchase of a grant-awarded diesel compressor.

BACKGROUND

The Roseville Fire Department continues to develop an existing Hazardous Materials Derailment Training Facility at the Roseville Fire Training Center. This is a unique training prop in the country designed to teach emergency responders how to effectively respond to complex railcar emergencies. The Fire Department is currently working under a $450,000 grant from California Governor's Office of Emergency Services (Cal OES), which Council previously approved on December 1, 2021. This equipment is part of item “J” within the existing MOU, supplying compressed air to the training prop.

The Fleet Division will process the procurement, licensing, and vehicle preparation of this Environmental Protection Agency (EPA) tier-4 compliant, tow-behind diesel compressor. Staff recommends transferring $23,000 of the grant award from the General Fund to the Fleet Replacement Fund for this purchase.

FISCAL IMPACT

This is a cost-neutral request utilizing existing budgeted grant funds. Approval of the recommended budget adjustment authorizes $23,000 to be transferred from the General Fund to the Fleet Replacement Fund for the purchase of an EPA tier-4 compliant, tow-behind diesel compressor.

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 for the purchase of an EPA tier-4 compliant compressor, meets the above criteria and is not subject to CEQA. No additional environmental review is required.

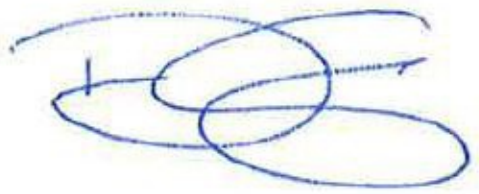
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

Respectfully Submitted,

Jason Rizzi, Fire Division Chief

Rick Bartee, Fire Chief



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Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6452

ORDINANCE NO. 6452

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2021-22 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 2021-22, is hereby amended as listed on the attached budget adjustment for the purchase of an Environmental Protection Agency Tier-4 Compliant Compressor.

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 _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

COUNCIL COMMUNICATION

CC #: 1931
File #: 0102-04 & 0103

Title:	City Council/Boards, Commissions, and Committees Administrative Standards Updates
Contact:	Katrina Six 916-774-5267 kmsix@roseville.ca.us

Meeting Date: 2/16/2022
Item #: 6.18.

RECOMMENDATION TO COUNCIL

Adopt a resolution approving an update to the City Council and City Boards, Commissions, and Committees meeting procedures.

BACKGROUND

On February 20, 2019, Council adopted a resolution to consolidate the individual meeting procedures of the City Council and the thirteen Boards, Commissions, and Committees into one Administrative Standards document.

On February 3, 2021 the Council adopted an ordinance to approve the Municipal Code Amendments for consistency with the City Charter.

The City Clerk Department as well as the Attorney's Office have reviewed and made changes to the Administrative Standards so that we may achieve the same level of consistency with the City Charter. Changes were made to the entire document to add "Committee" to Board and Commissions, add language to clarify which Board, Commissions, and Committees have Youth Commissioners and Members who are eligible to vote at the meetings, and various other clean ups to insure that the document is clearly stated. In addition, in order to address an issue not currently covered in the Administrative Standards, the City Attorney's Office added language to clarify that if a matter involves an appeal and an affirmative vote does not occur to either grant or deny the appeal, the result is that the decision appealed stands. All changes in the redline document are reflected on both versions.

FISCAL IMPACT

There is no fiscal impact associated with this request.

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 updating of meeting procedures does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

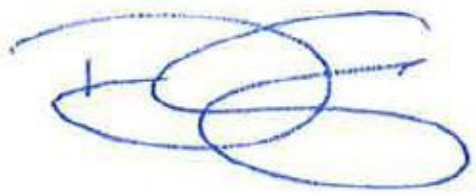
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal E - Deliver exceptional city services

Respectfully Submitted,

Katrina Six, City Clerk Technician

Helen Dreyer, Assistant City Clerk



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-046

Administrative Standards

Administrative Standards - Staff

Administrative Standards - Redline

RESOLUTION NO. 22-046

APPROVING THE CITY COUNCIL/BOARDS, COMMISSIONS, AND COMMITTEES ADMINISTRATIVE STANDARDS UPDATES

WHEREAS, on February 20, 2019, Council adopted a resolution to consolidate the individual meeting procedures of the City Council and the thirteen Boards, Commissions, and Committees into one Administrative Standards document; and

WHEREAS, on February 3, 2021 the Council adopted an ordinance to approve the Municipal Code Amendments for consistency with the City Charter; and

WHEREAS, the City Clerk Department as well as the Attorney's Office have reviewed and made changes to the Administrative Standards so that we may achieve the same level of consistency with the City Charter; and

WHEREAS, the City Council/Boards, Commissions, and Committees Administrative Standards Updates, have been reviewed by City Council.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Roseville that the City Council/Boards, Commissions, and Committees Administrative Standards Updates are hereby approved.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

City of Roseville
City Council/Boards, Commissions, & Committees Administrative Standards

CITY OF ROSEVILLE CALIFORNIA

February 2, 2022

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Purpose

This handbook shall serve as the administrative standards for all City of Roseville boards, commissions, committees and City Council members so that expectations and practices are clearly articulated to guide members in their actions, and to provide a uniform frame for conduct. Informational appendices are included.

City overview

Form of government

The City of Roseville charter, adopted in 1954, establishes a council-manager form of municipal government. (Appendix I)

City Council

The five (5) member City Council, which is comprised of four (4) members and the mayor, enacts legislation, adopts budgets, and determines policy.

City Manager and department heads

The City Manager is appointed by the City Council. The City Manager is responsible for the day-to-day management of the city and supervises the organization through department heads. Department heads are appointed by and report directly to the City Manager.

City Attorney

The City Attorney provides legal advice and support to the City Council and boards, commissions, and committees on the legal propriety of proposed actions, prepares and/or reviews all ordinances, resolutions, contracts, and other documents, represents the city in civil litigation and acts as liaison to outside special counsel.

City Clerk

The City Clerk conducts elections to elect City Council members, recruits board, commission, and committee members, establishes and tracks compliance of mandatory training, maintains city records and securities, prepares agendas and minutes for the City Council, and provides City Council action follow-up.

Staff

City staff, under the direction of the City Manager, is responsible for carrying out the policies and actions of the City Council and implementing the programs and services set out in the budget and identified in the City Council's annual goals.

Boards, commissions and committees

Boards, commissions, and committees are established to provide a method for citizen input and are ancillary to the City Council. All board, commission, and committee members shall serve without compensation. The City of Roseville has 16 boards, commissions, and committees: Board of Appeals, Charter Review*, Design Committee, Economic Development Advisory Committee, Grants Advisory Commission, Law & Regulation Committee, Library Board, Local Sales Tax Citizens' Oversight Committee, Parks & Recreation Commission, Personnel Board, the Placer Mosquito Abatement & Vector Control District**, Planning Commission, Public Utilities Commission, Senior Commission, Transportation Commission, and Youth Sports Coalition.

**Charter Review is a temporary committee that each decade reviews the entire city charter.*

***Placer Mosquito Abatement & Control District is comprised of five Placer County regional trustees. The City Council appoints one individual to serve as one of the five regional trustees*

Membership

Eligibility

All members of boards, commissions, and committees shall be residents of the City at the time of their appointment and continuously during their term of office.

Individuals can only serve on a single City of Roseville board or commission at a time. Notwithstanding the foregoing, individuals may serve concurrently on a single City of Roseville board or commission and a single City of Roseville committee.

Relatives (spouses, siblings, parents, domestic partners, co-habitants, and children) cannot serve on the same board, commission, or committee at the same time.

Incompatibility of office

An individual cannot hold two conflicting public offices. Be aware that acceptance of one governmental board appointment may result in the automatic forfeiture of another public seat.

Structure of terms of office

Members of the boards, commissions, and committees serve staggered terms of four years.* No member shall serve more than two consecutive terms. In the event a person is appointed to fill an unexpired term the appointment to fill said unexpired term will be considered a partial term and will not be counted as one of the two full consecutive terms.

**Members of the Economic Development Advisory Committee serve two-year terms. There are no limitations on the number of consecutive terms a member of the Economic Development Advisory Committee may serve.*

If at the expiration of an eligible member's term the City Council has not yet appointed a replacement, the member may continue to serve on a month-to-month basis until a replacement is appointed.

Youth members

The City Council may appoint a high school student that is a resident of Roseville as a voting member of the Library Board, Parks & Recreation Commission, and the Transportation Commission, and a non-voting member of the Grants Advisory Commission. Such member shall serve only during his or her enrollment in high school and for a one-year term. Such member may be re-appointed for a second term. Youth members must be enrolled in high school during the entirety of their term. Youth members may not serve as chair or vice chair.

Appointment policy

Procedure

If a vacancy on any board, commission, or committee occurs because the current term ended, resignation, death, moving, removal from incumbent's office, ineligibility for re-appointment, etc. the following procedure will be used:

- The City Clerk will advertise the vacancy in the city's legal newspaper and on the city's website, and will notify the Roseville Chamber of Commerce, and the Roseville Coalition of Neighborhood Associations of the vacancy;
- The City Clerk will establish a deadline for receiving applications;
- Applications received after the deadline will not be accepted;
- If fewer applications are received than twice the number of openings, the City Clerk may establish a new application deadline and the vacancy re-advertised as described in the first bullet point;
- The City Clerk will conduct video interviews of all applicants;
- Applications and video interviews will be provided to the City Council;
- If a new vacancy occurs after an application deadline and before an appointment is made, a new application process will not be re-advertised;
- City Council will cast their vote at a pre-designated meeting date via ballots;
- Ballots and applications of successful applicants are made part of the record and kept on file and made available for public review upon request

Position requirements

Oath of office

Before attending a board, commission, or committee meeting, every new member shall take the oath of office stating that he/she will faithfully discharge the duties of the board, commission, or committee to which appointed.

New member training

New board, commission, and committee members shall receive general and commission-specific training from the City Clerk Department and from the staff liaison before beginning their term.

Conflict of Interest Code

Under the Political Reform Act of 1974, all public agencies are required to adopt a Conflict of Interest Code. The code designates positions required to file Statement of Economic Interests, and assigns disclosure categories specifying the types of interests to be reported. The City of Roseville designates members of Charter Review Committee, Design Committee, the Economic Development Advisory Committee, Grants Advisory Commission, Local Sales Tax Citizens' Oversight Committee, Planning Commission, Public Utilities Commission, and Transportation Commission as required filers of an Assuming, Annual, and Leaving Form 700 Statement of Economic Interests. State law requires a fine be assessed for those who fail to file required Fair Political Practices Commission documents. If a board, commission, or committee member fails to file an Assuming Office Form 700 Statement of Economic Interests for more than thirty (30) days after the final filing date, the member will be disqualified from any participation in the meetings or other activities of the board, commission, or committee until the member both files the required Statement of Economic Interests and pays any fines associated with the failure to file. If the member fails to file and/or pay the associated fine for more than sixty (60) days after the final filing date, the member shall be removed from the board, commission, or committee by City Council action.

Ethics training

Assembly Bill 1234 imposes ethics training and compensation and reimbursement requirements on cities, counties, and special districts. For officials and board, commission, and committee members serving on or for a local agency, AB 1234 requires two (2) hours of ethics training within one year of appointment.* Thereafter, two (2) hours of ethics training every two years. Notification of this online training will be provided by the City Clerk Department. Failure to complete the online training shall result in removal from the board, commission, or committee.

**Youth Sports Coalition members are exempt from this requirement since appointments to the coalition are made by the youth sports member organizations and not the City Council.*

Sexual harassment training

Assembly Bill 1661 imposes sexual harassment prevention training requirements on cities, counties, and special districts for officials serving on or for a local agency. Notification of this online training will be provided by the City Clerk Department.* Failure to complete the online training shall result in removal from the board, commission, or committee. In addition, the Department of Fair Employment and Housing requires all California employers to provide employees and volunteers the Department's sexual harassment pamphlet. (Appendix IV)

**Youth Sports Coalition members are exempt from this requirement since appointments to the coalition are made by the youth sports member organizations and not the City Council.*

Unclassified service

As provided by the charter, members of boards, commissions, and committees are considered unclassified employees and are therefore required to comply with City of Roseville Administrative Regulation 2.03 – HARASSMENT, DISCRIMINATION, AND RETALIATION PREVENTION POLICY (Appendix II); and Roseville Administration Regulation 2.14 – ACCEPTANCE OF GIFTS AND GRATUITIES BY CITY EMPLOYEES. (Appendix III)

Social media

Statements and opinions using social media including, but not limited to Twitter, Facebook, Nextdoor, or professional networks like Linkedln, must remain personal and cannot be intended as representing the city's nor the board, commission, or committee's official position.

Dress code

Board, commission, and committee members are expected to portray a positive and professional image and are expected to wear clean and appropriate business attire:

Men: Shirt and tie or sweater and tie, slacks, collared shirts (sport coat or suit optional)

Women: Dress, suit ensemble (skirt or pant), skirt and blouse, dress slacks

Shirts with the City logo are permitted while attending functions in the capacity as a board, commission, or committee member.

Logo and materials

To reflect the official nature of the board, commission, or committee and to preserve consistency of the city brand, only the official city logo that contains the words "City of Roseville", shall be used on board, commission, or committee materials.

Attendance policy

It is the expectation that board, commission, and committee members attend all meetings. If a member is absent without excuse a total of 25% or more meetings in a rolling 12-month period, or more than one meeting in a rolling 12-month period if the board, commission, or committee meets quarterly, he or she shall forfeit the office. The secretary of each board, commission, or committee shall transmit attendance records to the City Clerk. Excused absences from meetings may be for any of the following reasons:

- Illness of the member or the member's family member;
- Family emergency related to illness or injury;
- Business commitment, notice of which was provided to the chair and secretary in advance;
- Previously scheduled vacation, notice of which was provided to the chair and secretary in advance;
- Attendance at a funeral, religious service or ceremony, wedding, or other similarly significant event, notice of which was provided to the chair and secretary in advance.

Removal from office

Except when otherwise provided by law or the City of Roseville charter, members of boards, commissions, and committees of the city serve at the pleasure of the City Council, and may be removed by the City Council at any time with or without cause. A member's removal shall be by majority vote of the City Council.

Resignation

A member of a board, commission, or committee who wishes to resign prior to completing the member's term shall send a resignation letter to the City Clerk who shall notify the City Council and begin the recruitment process.

Safety information

- The dais is bullet resistant, the staff table is not;
- There are two panic buttons: One at the center of the dais and one in the media control room. The side-by-side buttons on the individual component should be pressed simultaneously for the signal to be sent to Roseville dispatch;
- An automated external defibrillator (AED) and a cardio pulmonary resuscitation (CPR) mask are mounted on the wall next to the media control room;
- In case of an emergency, the chair should adjourn the meeting and advise everyone to exit through the double doors and gather across the street.

Roles and responsibilities

Liaison

Liaisons provide procedural direction and serve as staff support to the board, commission, or committee. The liaison is appointed from the department which most nearly encompasses the board, commission, or committee's activities.

Secretary

The secretary is appointed from the department which most nearly encompasses the board, commission, or committee's activities. The secretary assists in the board, commission, or committee's functions.

While the liaison and secretary roles are to assist the board, commission, or committee, the liaison, secretary and other staff are not employees of the board, commission, or committee. At all times, staff is strictly reportable to the department head and City Manager.

Chair

The chair and vice chair shall be selected by the board, commission, or committee members at a January or July meeting, or as soon thereafter as is practicable. Any voting member of the board, commission, or committee, except a youth member, can serve as chair and shall be seated at the next meeting. The length of term for the chair and vice chair shall be one (1) year. However, there are no limitations on the number of consecutive terms the chair or vice chair may serve.

The chair is the presiding officer of the meeting. In the absence of the chair, the vice chair shall be the presiding officer of the meeting. In the absence of the vice chair, a temporary chair shall be selected from among the other members present, with priority given to seniority, and shall be the presiding officer of the meeting. Upon the arrival of the chair or vice chair, the temporary chair shall relinquish the chair immediately upon the conclusion of the item of business before the members.

The chair shall preserve order at all official meetings of the board, commission, or committee and shall decide all questions of order without debate, subject to advice from the City Attorney or City Attorney designee. The chair shall not make any motion, but may second a motion. The presiding officer shall have all other rights and privileges of a board, commission, or committee member.

Additional role of the chair

- Attend City Council meetings as needed to represent the board, commission, or committee;
- Call a meeting to order and propose adjournment;
- Call for discussion and vote on motions;
- Clarify or request clarification of motions made by members;
- Rule whether motions are out of order;
- Interpret and enforce any meeting management bylaws or rules of procedure;
- Call members to order if they disregard rules of procedure or decorum for the meeting;
- Ensure that meetings are conducted in an efficient and productive manner.

Board, commission, or committee members

When the board, commission, or committee is in session, the members must preserve order and decorum. No member shall, by conversation or otherwise, delay or interrupt the proceedings or the peace of the board, commission, or committee, disturb any member while speaking, or refuse to obey the orders of the board, commission, or committee or its presiding officer.

A board, commission, or committee member is expected to:

- Attend scheduled meetings;
- Prepare in advance of meetings and be familiar with issues on the agenda;
- Contact the staff liaison if there are questions;
- Participate in meetings and carry out assignments;
- Use community members to obtain feedback on topics under consideration;
- Be considerate of fellow members and staff;

- Not direct staff;
- Not speak for the board, commission, or committee unless authorized by the board, commission, or committee;
- Not speak for the city unless authorized to do so by action of the City Council.

Limitations

Limited reports and comments at the end of the agenda are permissible as long as no action is taken.

Other persons

Persons addressing the board, commission, or committee shall step up to the podium and may, though not required, give their name for the record. All remarks shall be addressed to the body as a whole and not to any member thereof. No person, other than a member of the board, commission, or committee, staff liaison, or the person having the floor, shall be permitted to enter into any discussion without the permission of the presiding officer.

Any person making personal, impertinent or slanderous remarks, or who shall become boisterous or belligerent while addressing the board, commission, or committee, shall, by the presiding officer, be barred from further audience before the board, commission, or committee during that meeting, unless permission to continue is granted by consensus of the board, commission, or committee. (Appendix V)

Spokesperson for group of persons

Whenever any group of persons wishes to address the board, commission, or committee on the same subject matter, it shall be the discretion of the presiding officer to request that a spokesperson be chosen by the group to address the board, commission, or committee and, in case additional matters are to be presented at the time by any member of said group, to limit the number of persons addressing the board, commission, or committee, so as to avoid unnecessary repetitions. The presiding officer may set a time limit for each side of the issue.

Meeting procedures

These meeting procedures shall pertain to all City of Roseville boards, commissions, committees, and the City Council. To the extent these procedures do not address an issue of parliamentary procedure for legislative body meetings, "Rosenberg's Rules of Order: Simple Parliamentary Procedures for the 21st Century" shall apply. (Appendix VI)

Other guiding documents

- The City of Roseville Charter, Roseville Municipal Code, and state statutes will govern board, commission, or committee activities.
- Parliamentary Procedure dictates the body of rules, ethics, and customs governing meetings and other operations of clubs, organizations, legislative bodies, and deliberative assemblies.
- The Ralph M. Brown Act is an act of the California State Legislature, authored by Assembly member Ralph M. Brown and passed in 1953, that guarantees the public's right to attend and participate in meetings of local legislative bodies. (Appendix VII)

Meetings

Regular meetings
Regular meetings shall beheld as scheduled, bi-weekly, monthly, quarterly, or annually. If a regular meeting date falls on a legal holiday, the meeting shall be held at the same hour, same day the following week or may be canceled.

Special meetings
Special meetings may be called by staff, the chair, or a quorum of voting members of the board, commission, or committee. Notice of the special meeting must be provided to the board, commission, or committee members at least twenty-four (24) hours in advance.

Business transacted at any special meeting shall be limited to the subject(s) recited in the notice of the special meeting.

Adjourned meetings
Any regular or special meeting may be adjourned (continued) to a specified time and place.

Recess of a meeting
A recess of a meeting may be called at the discretion of the presiding officer.

Closed session
Prior to holding a closed session, the City Council or Personnel Board shall disclose, in an open meeting, the item or items to be discussed in the closed session as they are listed on the agenda and may only consider those matters. The City Council or Personnel Board shall publicly report any action taken in closed session and the vote or abstention of every member present thereon as required by state law. No other board, commission, or committee shall conduct a closed session without the prior written consent of the City Attorney.

Quorum
A quorum is more than half (1/2 + 1), of all voting members of the entire board, commission, or committee. A quorum is based on the number of voting members of the full board, commission, or committee. In the absence of a quorum, a lesser number of members or the board, commission, or committee secretary must adjourn the meeting after fifteen (15) minutes have passed. In addition, if a quorum is lost during the meeting due to a departure of a member(s), a lesser number of members or the board, commission, or committee secretary must adjourn the meeting.

Meetings of a majority of members
A meeting is a congregation of a majority of the members of a board, commission, or committee at the same time and place to hear, discuss, deliberate, or take action on an issue in the subject matter jurisdiction of the board, commission, or committee. Even if no action is taken, a gathering may constitute a meeting. This includes informal gatherings and electronic communications, with or without public attendance or city sponsorship.

The following situations would not be considered a meeting if a majority of the board, commission, or committee members attend as long as: (1) matters within the board, commission, or committee's jurisdiction are not discussed, unless they are part of the program; and (2) program or events are open to the public:

- Open and publicized local public meeting;
- Open, noticed meeting of another body;
- Social or ceremonial event;
- Open, noticed meeting of a standing committee (can attend but cannot participate);

- Individual contacts or conversations among less than a majority of the members and a member of the public.

Although the above examples are generally not considered meetings, the City Attorney should be consulted prior to a majority of the board, commission, or committee members attending a "non-meeting." It is often advisable to notice the meeting or limit the attendance to less than a majority of the members.

Agendas

An agenda for each meeting of a board, commission, or committee is prepared by the board, commission, or committee secretary or liaison. The agenda outlines the topics or items of business that will be introduced, discussed, and acted upon at each meeting. The agenda should include the date, time, and location of a meeting.

The order of business at all regular meetings shall be as follows:

- Call to Order
- Roll Call
- Pledge of Allegiance
- Public Comments
- Consent Calendar
- Requests / Presentations (and public hearings)
- Board Member / Commissioner / Staff Reports
- Adjournment

Call to Order

The presiding officer of the board, commission, or committee shall take the chair precisely at the hour appointed for the meeting, and shall call the meeting to order.

Roll Call

The roll of the members shall be called by the board, commission, or committee secretary and the names of those present shall be entered into the minutes.

Public Comments

Public Comments is intended to allow the public to address the board, commission, or committee on matters not listed on the agenda. Individual comments shall be limited to three (3) minutes and shall not exceed a total of 25 minutes, unless such time is extended by the presiding officer. The presiding officer shall not permit the public to address items which are listed elsewhere on the agenda or which are not within the subject matter jurisdiction of the board, commission, or committee. The board, commission, or committee shall not engage in debate regarding, or take any action on, any matter brought under Public Comments except to refer the matter to staff or to determine that the matter should be included on a future agenda for debate and action.

Consent Calendar

The Consent Calendar consists of items that are routine or noncontroversial in nature. The entire calendar is intended to be acted on in one motion on a roll call vote. Any member of the board, commission, or committee, staff, or the public may remove an item from the Consent Calendar for further discussion. Items removed from the Consent Calendar for further discussion shall be discussed separately following the approval of the remaining items on the Consent Calendar. If a member of the board, commission, or committee has a question or wishes to remove an item from the Consent Calendar they should call the staff liaison to the

board, commission, or committee no later than noon the day of the meeting. The staff liaison will determine if the item can be handled after the Consent Calendar or if it needs to be held over to the next meeting. The staff liaison shall so inform the presiding officer.

Requests / Presentations

Requests/Presentation items include presentations by staff or others, which may prompt discussion and/or action by the board, commission, or committee.

Public Hearings

Public hearing items include opening the public hearing, presentation by staff, presentation by applicant or appellant, and testimony from the public.

The order of business at public hearings shall be as follows:

- Open public hearing by presiding officer
- Presentation by staff
- Presentation by applicant (unless applicant is appellant)
- Presentation by appellant
- Open public comment by presiding officer
- Public comment
- Close public comment by presiding officer
- Rebuttal by appellant
- Rebuttal by applicant (unless applicant is appellant)
- Close public hearing by presiding officer
- City Council/board/commission/committee deliberation
- City Council/board/commission/committee action

Board Member / Commissioner / Committee / Staff Reports

Board Member / Commissioner / Committee/ Staff Reports are designed for members of the board, commission, or committee and staff to report on individual assignments or to request that an item be placed on a future agenda. The latter requires a consensus of the board, commission, or committee. Individuals are allocated five (5) minutes apiece, for comments.

Adjournment

A motion to adjourn shall not be debatable. It shall be in order at any time, and;

- Cannot interrupt a speaker who has the floor;
- Cannot be amended;
- Must be seconded;
- Cannot be reconsidered;
- Must have a majority vote;
- A motion to adjourn "to another time" is debatable only as to the time to which the meeting is adjourned.

Order of business

The order of business may be changed at any time by the presiding officer or by consensus of the board, commission, or committee.

Voting

All business requiring approval of the board, commission, or committee shall be taken individually by an affirmative or negative vote and entered into the record, except that where the vote is unanimous it shall be necessary only to state so.

Majority vote

A majority vote is more than half of the votes actually cast. In the event a motion on an item fails to obtain a majority vote, the presiding officer at his or her discretion shall require another motion, continue the item, or (with exception of the Personnel Board or Board of Appeals) refer the item to the City Council without recommendation if the item is before a board, commission, or committee. The number of motions that may be made on an item shall be at the discretion of the presiding officer.

Tie vote

If there is a tie vote on a motion, then the motion shall fail. In the event a motion on an item results in a tie vote, the presiding officer at his or her discretion shall require another motion, continue the item, or refer the item to the City Council without recommendation if the item is before a board, commission, or committee. The number of motions that may be made on an item shall be at the discretion of the presiding officer. If the matter involves an appeal, and an affirmative vote does not occur, the result is that the decision appealed remains in effect as decided by the decision-making person, board, commission, or committee from which the appeal was taken.

Abstention

An abstention occurs where a board, commission, or committee member, although qualified to vote on a motion chooses not to register his or her vote. An abstention constitutes no vote whatsoever. A roll-call vote shall be taken to note that the board, commission, or committee member was present but did not vote.

Conflict of interest

When a member has a conflict of interest, or the appearance of a conflict of interest, the member must:

- Publicly state the nature of the conflict;
- Step down from the dais and leave the room until consideration of the particular item is finished, unless the item is on the Consent Calendar;
- Not be counted toward achieving a quorum while the item is being discussed.

Recommendations

When a board, commission, or committee votes to make a recommendation to the City Council, such items may not be appealed since recommendations are not considered final approvals or decisions.

Official record

Minutes

The Minutes serve as a permanent record of the board, commission, or committee's official actions. The board, commission, or committee secretary shall be required to make a record only of such business as was actually passed upon by a vote of the board, commission, or committee, and shall not be required to record any remarks of board, commission, or committee members, or of any other person except at the special request of a member of the board, commission, or committee.

Minutes of the previous meeting shall be provided to the board, commission, or committee prior to each meeting. The minutes may be approved by majority vote even if one or more of the voting members were not present at the meeting to which the minutes relate.

Correction to Minutes

Members of boards, commissions, and committees are to review minutes and make corrections if needed so that the approved minutes accurately reflect the work of the group. Corrections are made at the meeting when the minutes are brought forward for adoption. Corrections require a motion, second, and a majority vote, and, if approved, are noted in the minutes of the current meeting. Any changes to the draft minutes approved by the board, commission, or committee will be reflected in the minutes for the meeting at which the corrections are made.

Recordings

A recording may be made of board, commission, or committee meetings. Audio recordings of the meetings are to be kept for one (1) year, and video recordings are to be kept for three (3) years after which time the recordings shall be destroyed. Recordings are not the official minutes of the board, commission, or committee meetings.

Agenda notice requirements

Open Meeting Law

All of the meetings of the boards, commissions, and committees are subject to the Ralph M. Brown Act, requiring the entire deliberative process of a public body to be open to the public.

Meetings

A meeting is defined as the convening of members, whether in person or through electronic media or other communications, of the board, commission, or committee for the purpose of exercising the responsibility, authority, power or duties delegated to that body. A meeting is subject to the law whenever the board, commission, or committee meets for official purposes. When a quorum (1/2 + 1) of the members of a board, commission, or committee are present, it is considered a meeting for official purposes. A meeting does not include social or chance gatherings.

Further, any communication, including emails, social media posts, or other electronic communication or serial conversations between some or all members, could be considered a public meeting. Information or any type of communication to be shared by one member with other members of the board, commission, or committee shall be sent to the staff liaison who will forward it to all members of the board, commission, or committee.

Public notice

The Brown Act requires that all meetings of a governmental body be preceded by an official public notice:

- Regular meetings – when the meeting is held at a regular day, time, and location, the agenda must be posted 72 hours in advance of the meeting.
- Special meetings – when the meeting is held at a different time, different day, and/or different location than a regular meeting, then the agenda must be posted 24 hours in advance of the meeting.
- Adjourned meetings – regular and special meetings may be adjourned or continued to a future day if the business could not be completed at the original meeting. The time and date of the adjourned (continued) meeting must be designated and announced to the members of the public who are present at the time of adjournment, as well as recorded in the minutes.

- An agenda for each meeting of the board, commission, or committee is prepared by the board, commission, or committee secretary or liaison. The agenda outlines the topics or items of business that will be introduced, discussed, and acted upon at each meeting. The agenda shall also include the date, time, and location of a meeting.

Rights of the public

Pursuant to the Ralph M. Brown Act, the public must be allowed to:

- Attend, observe, and speak at meetings;
- Speak without being required to provide a name or address;
- Record the meeting with audio or video recorder and take photographs;
- Review agendas and other documents distributed to a majority of the board, commission, or committee, other than those exempt from disclosure;
- Request in writing that the agenda or agenda-related documents be mailed to them for a cost not to exceed the actual cost of providing the service;
- Obtain a copy of any audio or video (if it exists) of the meeting (there is no requirement to prepare a transcript) for a cost not to exceed the actual cost of providing the service;
- Speak to each item on the agenda and to items under the jurisdiction of the board, commission, or committee;
- Criticize or complain about processes or procedures.

Americans with Disabilities Act

All legislative meetings open to the public must comply with the Americans with Disabilities Act. If members of the board, commission, or committee or members of the public attending the meetings require special assistance to participate in a meeting, individuals must notify the staff liaison at least seventy-two (72) hours prior to the meeting.

Limited English proficiency

Individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English are considered limited English proficient. If an individual appears before the board, commission, or committee and is limited English proficient and requests assistance, the individual should be provided a certified foreign language interpreter. Individuals requesting an interpreter must notify the staff liaison at least seventy-two (72) hours prior to the meeting. Pursuant to the Ralph M. Brown Act, individuals using an interpreter shall be provided at least twice the allotted time given to other members of the public.

Presentation material

If an individual plans to make a presentation on an agenda item and plans to use audio/visual materials, he or she must submit all audio/visual materials to the staff liaison at least seventy-two (72) hours prior to the meeting.

Composition, responsibilities, and meeting dates of the City of Roseville boards, commissions, and committees

Charter Review Committee

Nine (9) members appointed by the City Council at least every ten (10) years

Responsibilities

Reviews the Charter and presents, or causes to be presented, to the City Council a written report recommending amendments, if any, which should be made to the Charter.

Meetings

The Charter Review Committee, once established, determines meeting day, time and location.

Design Committee

Three (3) members: two (2) members appointed by the City Council; one (1) member appointed by the Planning Commission; and one (1) alternate appointed by the Planning Commission

Responsibilities

- Reviews design-related applications for multiple-residential, commercial, and industrial projects.
- Reviews proposed site plans, architecture, and landscaping for conformance with the city's general plan, specific plans, and community design guidelines.
- Reviews applications required by the city's sign ordinance.

Meetings

The Design Committee meets the third Thursday of each month at 4:30 p.m. in the civic center meeting rooms 1 & 2, 311 Vernon Street.

**The chair of the committee shall be a current member of the Planning Commission. In the absence of the chair and vice chair of the committee, the alternate Planning Commissioner shall act as the presiding officer.*

Economic Development Advisory Committee

Seven (7) members appointed by the City Council: one (1) councilmember; one (1) Chamber of Commerce representative; and five (5) industry representatives

Responsibilities

- Ensures goals of the Roseville Economic Development Strategy (Strategy) are being met.
- Provides guidance to staff and recommendations to the City Council on implementation of the Strategy and recommends changes or additions as necessary to reflect changing economic conditions or opportunities.
- Reviews annual economic development work program and budget and makes recommendations to the City Council regarding economic development work program and budget.
- Reports to the City Council at least annually on Strategy progress and effectiveness of the Strategy.
- Review programs which assist existing and prospective businesses.

Meetings
The Economic Development Advisory Committee meets on the fourth Wednesday of January, April, July, and October at 1:30 p.m. in the civic center, 311 Vernon Street.

Grants Advisory Commission
Seven (7) members appointed by the City Council; additionally, the City Council may appoint a non-voting youth commissioner

Responsibilities
- Reviews and recommends Citizens' Benefit Fund (Chapter 4.06) and Roseville Employees Annual Charitable Hearts ("REACH") fund and grant application processes and policies for grants to be approved by the City Council.
- Acts as a forum for public participation in review of Citizens' Benefit Fund and REACH grant applications.
- Annually reviews and makes recommendations on Citizens' Benefit Fund and REACH grant applications.
- Monitors approved grants and reviews annual reports for measurable outcomes.
- Recommends to the City Council the use of the interest earned by the city on the proceeds of the sale of the Roseville Community Hospital in the award of Citizens' Benefit Fund grants.

Meetings
The Grants Advisory Commission meets the second Tuesday of each month at 5:30 p.m. except for the months of July and November, which begins at 7 p.m., in the council chambers, 311 Vernon Street.

Law and Regulation Committee
Two (2) council members, and one (1) alternate appointed by the City Council

Responsibilities
- Requests, considers, and evaluates state and federal legislation, policies and regulations brought before the Committee and makes recommendations to the full City Council on those items.
- Provides input to staff regarding concerns about the effects a specific piece of legislation, policy or regulation might have on the community.
- Requests additional information from staff regarding legislation, policies, and regulations.

Meetings
The Law and Regulation Committee meets the fourth Wednesday of each month at 4 p.m. in the council chambers, 311 Vernon Street.

Library Board
Five (5) members appointed by the City Council; additionally, the City Council may appoint a voting youth member

Responsibilities

- Participates in strategic and long-range planning for the city library system.
- Serves as community liaisons/advocates for library programs and services.
- Reviews policies and procedures as presented by city library staff.
- Represents the library at city-sponsored functions.
- Advises the City Council on important library efforts.

Meetings

The Library Board meets the fourth Monday of odd-numbered months at 6 p.m. at various city libraries.

Local Sales Tax Citizens' Oversight Committee

Five (5) members appointed by the City Council.

Responsibilities

- Annually, review revenue receipts and expenditures of the Transactions and Use Tax.
- Annually, review status of programs and services, funded wholly or partially with proceeds from the Transactions and Use Tax.
- Annually, prepare and present an independent report to the City Council regarding the revenue and expenditures of the Transactions and Use Tax.

Meetings

The Local Sales Tax Citizens' Oversight Committee meets two to three times per year, or as determined by the City Manager.

Parks and Recreation Commission

Seven (7) members appointed by the City Council; additionally, the City Council may appoint a voting youth commissioner.

Responsibilities

- Reviews and makes recommendations on park projects, department operations, recreation programs, events and related issues.

Meetings

The Parks and Recreation Commission meets the first Monday of each month at 6 p.m. in the council chambers, 311 Vernon Street.

Planning Commission

Seven (7) members appointed by the City Council

Responsibilities

- Makes recommendations to the City Council on general plan, specific plan, zoning and other land use policy areas.
- Reviews and makes recommendations to the City Council on, and where appropriate, approves entitlements for compliance with the general plan, applicable specific plans, and other policy documents.
- Takes final action on major project permits, conditional use permits, tree permits, tentative subdivision maps, variances, and zoning interpretations.

- Determines the adequacy and consistency with the California Environmental Quality Act of environmental documentation associated with projects acted upon by the Planning Commission.
- Provides representation of the city at various conferences, before other agencies, etc.
- Provides commission members for service on special task forces/ committees, as needed.
- Provides a forum for public involvement for the items listed above.

Meetings

The Planning Commission meets the second and fourth Thursdays of each month at 6:30 p.m. in the council chambers, 311 Vernon Street.

Public Utilities Commission

Seven (7) members appointed by the City Council

Responsibilities

- Studies and advises the City Council regarding all utilities and enterprises owned or operated by the city, including but not limited to, electrical, water, wastewater, recycled water, solid waste, and stormwater.
- Advises the City Council regarding planning, rates, public information, and other matters relating to such enterprises.
- Hears citizen concerns relating to utility operation and/or rates.
- Conducts public meetings and public hearings for the purpose of reviewing agreements, proposed utility-related projects, and rates prior to making a recommendation to the City Council.
- Reviews California Environmental Quality Act and National Environmental Policy Act documents for public utility-related projects.
- Advises the City Council regarding the activities of joint powers agencies, if the City Council appoints a representative of the commission to sit as a participant on the board, commission, or committee of a joint powers agency of which the city is a member.
- Quarterly reviews the departments' progress reports given to the commission to determine the progress of each utility.
- Monitors new emerging technology and services, and when appropriate, makes recommendations to the City Council.
- Provides a forum for public involvement for the items listed above.

Meetings

The Public Utilities Commission meets the fourth Tuesday of each month at 6 p.m. in the council chambers, 311 Vernon Street.

Senior Commission

Seven (7) members appointed by the City Council

Responsibilities

- Investigate opportunities for outside revenue sources (grants) which are or which may be available to provide funding for senior programs and share findings with staff.
- Highlight senior programs, services, and resources to the community.
- Serve as a forum for commission members' and residents' expression of ideas, needs, and concerns, as they affect seniors, particularly in areas over which the City of Roseville has purview
- Respond to requests for recommendations to other commissions, staff, and City Council on programs, special events, policies and services.
- Serve as the eyes and ears in the community, bringing pertinent information to staff to help improve senior services.
- Serve as ambassadors throughout the community for the services provided by the City of Roseville.

Meetings

The Senior Commission meets quarterly in February, May, August, and November on the second Wednesday of those months at 2:00 p.m. in the council chambers, 311 Vernon Street.

Transportation Commission

Seven (7) members appointed by the City Council; additionally, the City Council may appoint a voting youth commissioner

Responsibilities:

- Reviews and makes recommendations to the City Council on the general plan circulation element; the bicycle master plan, pedestrian master plan, short and long range transit plan, the capital improvement project plan; specific plan circulation plans; regional transportation plans, the public transit system; bikeway, pedestrian, transit, and roadway capital improvement projects and transportation systems management.
- Reviews and approves transportation systems management plans.
- Provides representation of the city at various conferences and before other agencies, as needed,
- Provides a forum for public involvement for the items listed above.

Meetings

The Transportation Commission meets the third Tuesday of each month at 6 p.m. in the council chambers, 311 Vernon Street.

Supplemental meeting procedures

The meeting procedures of the Board of Appeals, Personnel Board, Youth Sports Coalition, and City Council are substantially unique and are therefore supplemented herein separately. In the event of a conflict between the Uniform Meeting Procedures and these Supplemental Meeting Procedures, the provisions of the Supplemental Meeting Procedures shall govern.

Board of Appeals

Ten to fifteen (10-15) members appointed by the City Council

Responsibilities

- Serves as an advisory body to the City Council with respect to construction, building, code enforcement, or similar matters.
- Reviews matters as provided under the Uniform Building and Housing codes.
- Serves as a pool of hearing examiners for the purpose of formation of each ad hoc hearing examiner panel as provided herein.

Semi-annual meetings

The Board of Appeals meets the second Tuesday of January and July, or as soon thereafter on a date and time as practicable, at 4:00 p.m. in the civic center, 311 Vernon Street.

Hearing panels

Three (3) members selected by the City Attorney or his or her designee from a pool consisting of the Board of Appeals members.

Responsibilities

- Assembles at the request of the City Attorney and may hear violations of, and consider administrative penalties for, violations of the Roseville Municipal Code or conditions of approval associated with discretionary permits.

Hearing panel

The City Attorney's office shall fix a reasonable time and date for the convening of the hearing panel to hear and adjudicate claims before it.

Selection of chair

The chair shall be randomly selected by the City Attorney prior to the start of the hearing and shall be announced at the start of the hearing.

Order of business

The order of business at all hearings shall be as follows:

- Call to Order
- Identification of Chair
- Pledge of Allegiance
- Public Comment
- Swear in
- Matters to be Heard
    - Staff report, complainant's statement
    - Appellant's Response
    - Rebuttals and Panel Questions
    - Panel Discussion
    - Panel Decision
- Adjournment

Conduct of business

Agenda of matters to be heard
An agenda of matters to be heard shall be prepared by the staff liaison and shall be made available a minimum of seventy-two (72) hours before the commencement of the hearing.

Presentation material
If an individual plans to use audio/visual materials, he or she must submit all audio/visual materials to the staff liaison no later than forty-eight (48) hours prior to the hearing.

Announcement of chair
The designation of the chair will be announced.

Call to order
The chair of the hearing panel shall call the meeting to order.

Swear in
All persons presenting evidence and/or testimony shall be sworn in.

Matters to be heard
The chair shall announce the matter to be heard and the panel may consider any competent and reasonable evidence. The standard of proof shall be based on the preponderance of the evidence. The panel may hear all evidence in its discretion. Formal rules of evidence shall not apply.

Staff report
The enforcement officer shall present a staff report. If applicable, the complainant may testify and present evidence. A copy of any staff report shall be provided to the responsible party/appellant at least five (5) days prior to the hearing. Additionally, a copy of the staff report shall be provided to the panel members at least five (5) days prior to the hearing.

Response, public testimony
The responsible party/appellant or the representative of the responsible party/appellant may respond to the staff report and/or the complainant. The response may include the presentation of testimony or evidence. Any materials provided by the responsible party/appellant to the City Attorney's office prior to the hearing shall also be provided to the panel members at least five (5) days before the hearing. Each side shall have five (5) minutes to make their initial presentation. If a translator is used, the person using the translator shall be provided at least ten (10) minutes for their initial presentation, which may be extended at the discretion of the chair.

Rebuttals and questions
The enforcement officer, the complainant, or the responsible party/appellant may offer rebuttal testimony. Each side shall have two (2) minutes for rebuttal. If a translator is used, the person using the translator shall be provided at least four (4) minutes for rebuttal, which may be extended at the discretion of the chair.

Rebuttal testimony is only to address relevant issues raised by the other party.

Panel discussion
Panel members may ask questions of city staff and of anyone who testified.

Decision
The chair shall close the matter and the panel may then consider the evidence. The hearing panel shall state its determination to the parties, based upon any required findings of fact.

If applicable, the chair will inform the responsible party/appellant of his/her appeal rights.

The panel shall proceed to the next matter to be heard until all such matters have been heard.

Appearances

Responsible party/appellant failure to appear
If the responsible party/appellant fails to appear for the hearing within 15 minutes after the hearing commences, the responsible party's/appellant's appeal will be automatically denied.

Complainant failure to appear
If the complainant fails to appear for the hearing within 15 minutes after the hearing commences, the responsible party's/appellant's appeal will be automatically granted.

Neither party appears
If both the responsible party/appellant and the complainant fail to appear for the hearing within 15 minutes after the hearing commences, the chair shall postpone the hearing pending rescheduling by the City Attorney. If both the responsible party/appellant and the complainant fail to appear for the rescheduled hearing within 15 minutes after the hearing commences, the responsible party's/appellant's appeal will be automatically granted.

Official record
Minutes of the hearing, set off in paragraphs clearly stating the actions, findings and determinations of the panel, shall be kept by the City Attorney or the City Attorney designee. Additionally, the record may include a recording of the actual hearing (either audio, video, or stenographical) as technology permits.

Personnel Board

Five (5) members appointed by the City Council

Responsibilities:

- Provides advice to the City Council on all matters relating to personnel administration in the city service.
- Investigates and takes action on complaints of an employee or group of employees alleging unfair treatment resulting from a management decision or lack of decision.
- Interprets the city's rules and regulations governing personnel practices or working conditions.
- Investigates and decides the claim of any person that their application for employment or promotion has not been processed and considered pursuant to the charter and the personnel rules.
- Hears and decides disciplinary, administrative and employment appeals from employees.
- Reviews and takes action on recommended changes to the personnel rules and regulations.

Meetings
The Personnel Board meets the second Monday of each month at 1:30 p.m. in the civic center, 311 Vernon Street.

Disciplinary hearings

Legal advisor
An objective legal advisor to the board shall be provided in disciplinary hearings.

Pre-hearing procedures
Not later than seventy-two (72) hours prior to the hearing, the parties shall provide to each other and the board a list of witnesses to be called, and all exhibits to be presented, at the hearing.

Hearing procedures
A. The parties shall be notified of the time and place of the hearing.
    1. All hearings shall be conducted in closed session unless the employee requests a public hearing.
    2. The employee shall be entitled to appear personally, produce evidence, and be represented by counsel
    3. The complainant may also be represented by counsel.
    4. The board shall be guided, but shall not be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made or approved by the board.
    5. The parties may present witnesses and cross-examine witnesses

B. The presiding officer shall rule on the admissibility of evidence and objections to the examination of witnesses during the hearing. The board may use the services of its counsel which may include assistance with ruling upon procedural questions, objections to evidence, and issues of law.

C. The appellant/employee shall personally attend the hearing. Unexcused failure of an appellant to appear at a hearing shall be deemed a withdrawal of the appeal.

The order of business at disciplinary hearings shall be as follows:
- Call to Order
- Roll Call
- Preliminary Statement (advisor to the Personnel Board)
- Documents / stipulations
- Witnesses Sworn
- Opening Statements
- Proof of the Charges
- Proof of the Defense
- Rebuttal (if any)
- Summation
- Board Deliberations
- Board action / open session
- Adjournment

Hearing decision
The board shall affirm, modify, or revoke the recommended personnel action. The board shall announce its decision in open session and thereafter issue a written decision within thirty (30) calendar days of adjournment of the hearing. The written decision shall contain findings of fact and the personnel action approved, if any. The findings may reiterate the language of the pleadings or simply refer to them. The decision of the board shall be certified to the director or designee who recommended the personnel action, and he/she shall enforce the decision. A copy of the decision shall be delivered to the appellant or his/her designated representative personally or by registered mail. The decision of the board shall be final.

Conduct of business

Closed sessions
Whether a disciplinary hearing is open or closed to the public as permitted by the Brown Act, during the board deliberation concerning its decision, only the board members and the board's legal advisor shall be present.

At least one week before the date set for the disciplinary hearing, an employee appealing a disciplinary action must notify the human resources director whether the appeal hearing shall be an open or closed session.

Witnesses excluded
Whenever the board is conducting a disciplinary hearing, either the employee, the city, or the board may request that all witnesses be excluded and the chair shall order the exclusion. Notwithstanding the preceding sentence, neither the disciplined employee nor the city's designated representative shall be excluded, even though one or both may be witnesses in the hearing.

Appeals
Overturning the decision of the human resources director requires an affirmative vote of a majority of the board members present and qualified to act. If there is no majority vote to grant the appeal, the appeal is denied.

Official record
The minutes of the board for closed sessions shall be filed separately and secured for privacy purposes.

Recording of meetings
A professional transcriber/recorder will record closed disciplinary hearings.

Youth Sports Coalition

Definitions
Allocation policy - City of Roseville Parks and Recreation Department Youth Athletic Field/ Facility Use and Allocation Policy which includes specifics on youth sports member criteria, fees and member benefits.

Representative – Any board member of a youth sports member organization that qualifies for membership under the Allocation Policy. Each youth sports member organization may have one (1) representative attend and participate in meetings.

Coalition – Roseville Youth Sports Coalition, an ad hoc advisory committee comprised of representatives from youth sports member organizations and the commission.

Coalition member – Appointed commission representatives or youth sports member organization representatives.

Commission – City of Roseville Parks and Recreation Commission.

Council – City of Roseville City Council.

Department – City of Roseville Parks, Recreation & Libraries Department.

Director – Director of the Parks, Recreation & Libraries Department, or his or her designee.

Rules

The coalition shall function as an advisory committee to the commission. The coalition is created with the intent of establishing an open forum for communication and cooperation between the coalition, commission, the department, and the public. The coalition has no authority, either expressed or implied, to commit city resources or funds, allocate the use of any athletic fields, facilities, concession stands, or other city property to any organization or individual or to make improvements to city-owned parks, fields and/or facilities.

Responsibilities

- Recommends ways to create ongoing partnerships with the department, participating school districts, and nonprofit groups to maximize use of recreation facilities;
- Recommends improvements to existing facilities;
- Assists the department in planning future sports facilities;
- Advances the interests of the Roseville community in youth sports;
- Encourages participation in the youth sports offered by coalition members and the public in general, and to promote youth sports in the community;
- Applies for grant opportunities or otherwise conduct fundraising activities for specific projects.

Per participant fees will be collected on an annual basis from each sport league. Fees will be used for league CIP projects and field maintenance costs. The distribution of fees collected and disbursement is listed in the Field Allocation and Rental Use document.

Notwithstanding the foregoing and as previously stated, the coalition has no authority, either expressed or implied, to commit city resources or funds from whatever source, and no authority, either express of implied, to allocate the use of any athletic fields, facilities, concession stands or other city property to any organization or individual, or to make improvements to city-owned parks, fields and/or facilities.

The activities of the coalition shall not consist of carrying on propaganda or otherwise attempting to influence legislation, and the coalition as a collective body shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

The coalition is nonprofit, nonpartisan, and nonsectarian.

Membership

Commission appointments

The commission shall appoint three (3) commission members to serve on the coalition. The commission shall appoint one (1) of these three members to serve as the coalition chairperson and one (1) of these three members to serve as the vice chairperson.

Youth sports organization eligibility

The Allocation Policy outlines the specific eligibility requirements for youth sports member organizations. Youth sports organizations qualifying for membership under the Allocation Policy will be invited by the Department to join the Coalition.

In addition to satisfaction of the eligibility requirements set forth in the Allocation Policy, the youth sports member organizations must comply with the following additional requirements:

- The organization is an existing, functioning entity with its own governing body (Board of Directors or Trustees) and rules and regulations (Bylaws).
- The organization is recognized by and affiliated with a national, state or regional government body (i.e., Little League Baseball, Amateur Softball Association, and American Youth Soccer Association).
- The organization is recognized by the City of Roseville.
- The organization's primary function is to provide an opportunity for sports involvement for youth in the Roseville area.
- Organizations must provide recreation programs which complement existing programs of the Department.
- Pursuant to California state law, youth member organizations groups may not discriminate against any person on the basis of sex or gender or other protected basis in the operation, conduct, or administration of community youth programs.
- The organization is a registered nonprofit organization. A "nonprofit organization" as used in this section shall refer to an organization which is not conducted or operated for profit and no part of any funds flowing to the organization shall serve to benefit any member or individual. Each organization shall provide proof of its tax-exempt status. Acceptable proof of nonprofit status will include:
- An Exemption Determination Letter from the California Secretary of State must be provided. All supporting documents must be submitted with Letter of Determination.
- A Determination Letter from the Internal Revenue Service (IRS) of recognition of their Section 501(c)(3) exempt status. (An organization that submits an application to the IRS and has it approved, must make a copy of the application and supporting documents, as well as any letter issued by the IRS, available for public inspection.)
- File with the Department at least fourteen (14) days prior to the start of each season:
    - A report on the function of organization.
    - A list of the governing body naming the office held, term of office, address, phone number and email address of each.
    - A master schedule of all games to be played to include dates, times, fields and teams participating and board of directors and general membership meeting dates, times and locations if requested.
    - A single roster per team with the individual participant name, age, home address (including zip code) and phone number, team name, age bracket of the team, and the coach's name, address and phone number.
    - Proof of the policies of insurance and limits of coverage required by the Allocation Policy, including, but not limited to all required certificates of insurance, endorsements and/or renewals.

In the event additional insurance is required based on the nature of the activity, the submission must include evidence of such additional, required insurance coverage. Failure to comply with all requirements relating to insurance will terminate Coalition status in addition to other remedies set forth in the Allocation Policy.

The Coalition reserves the right to review submitted paperwork.

Organizations failing to comply with the policies may be required to forfeit the use of athletic fields/facilities until they are in compliance, in addition to other penalties outlined in the Allocation Policy.

Youth sports organization representatives

All board members of each youth sports member organizations are eligible to serve on the Coalition as a Representative. However, only one Representative can attend and participate in a meeting at a time.

Each youth sports member organization shall provide the following information to the Department: each board member's name, e-mail address and phone number. Organizations must keep this information current at all times.

Term of office

Representatives may serve on the Coalition as long as they remain members on their youth sports member organization's board.

Fees

Participating youth sports organizations must pay the per-participant per-season fees as set forth in the Allocation Policy, as amended from time to time, to maintain eligibility for Coalition membership.

Member resignation/termination and disciplinary actions

Any representative or youth sports member organization resigning their/its position from the Coalition shall do so in writing to the Department. An appointed Commission member may resign his/her position from the Coalition in writing to the Department and the Commission. The resignation of a youth sports member organization shall not become effective until accepted by a majority vote of the Coalition.

Any youth sports member organization shall forfeit membership by non-payment of fees after sixty (60) days from the date due, unless otherwise extended for good cause. Membership will only resume upon the payment in full of outstanding fees.

Any representative or youth sports member organization may be removed by the coalition, at a regularly scheduled meeting thereof, for conduct unbecoming a member or prejudicial to the aims or repute of the coalition, after receipt of written notice. Any appeal of a decision of the coalition will be heard by the Appeal Committee. The Appeal Committee shall consist of the coalition chair, one city staff member designated by the department, and one additional coalition representative at large designated by the coalition membership. The decision of the appeal committee shall be final.

A youth sports member organization may change its representatives at its discretion as long as such representatives are members of the organization's board. A written notice identifying the new representatives must be submitted to the department at least five (5) days prior to a coalition meeting.

In the event of the resignation or termination of a coalition member, the coalition or the department shall request that the appointing youth sports organization or commission fill such vacancy.

Meetings

The coalition shall meet at least quarterly (once during each quarter of the calendar year). The time and place shall be fixed by the director and shall be held within the City of Roseville city limits.

Agenda items
Agenda items for the coalition appear as the result of a written request submitted to the department at least seven (7) working days prior to the scheduled meeting and must be approved by the department or coalition chair.

Video tape recordings
A video tape recording shall not be made of coalition meetings unless requested in advance by the coalition chair.

Voting
Each coalition member shall have one (1) vote. Voting by proxy will not be permitted.
A member vote is cast by the representative attending the meeting. In the case of appointed commission members, the individual member must be present to cast a vote.

Attendance policy
A youth sports member organization must be represented by its representative at all regularly scheduled meetings. A youth sports member organization will be declared delinquent if that organization fails to be represented or excused from three (3) consecutive meetings of the coalition. If declared delinquent, a member organization may lose all member privileges. After two (2) consecutive meetings with no representation, the member organization shall be notified by mail at the organization's address of record and asked to appoint a new representative and alternate. Any member organization unrepresented at three (3) consecutive meetings (unless excused by majority vote), shall be automatically removed. Membership will resume when new representatives are identified.

Amendments
Amendments to the meeting procedures shall be adopted by the City Council and shall become effective immediately unless designated as effective at a later date. Amendments may occur only at a public meeting. The coalition may propose amendments to these meeting procedures by simple majority vote of the membership. Any such proposed amendment shall then be sent to the commission for consideration and recommendation to the City Council.

Dissolution
The City Council may dissolve the coalition at a public meeting should the City Council determine the coalition no longer meets the needs of the city. In the event of dissolution, the coalition will continue to meet for up to six (6) months following council's decision to dissolve the coalition in order to finalize a plan for disposition of any remaining funds. The coalition's plan for disposition of any remaining funds shall require City Council approval.

City Council

Elective officers
The electors of the City shall elect a council of five (5) members each of whom shall be elected by district by the voters in that district for a four (4) year term of office. Commencing with the General Municipal Election in November of 2020 and every four (4) years thereafter, the voters in the odd-numbered electoral districts shall elect a councilmember. Commencing with the General Municipal Election in November of 2022 and every four (4) years thereafter, the voters in the even-numbered electoral districts shall elect a councilmember. The council shall constitute the legislative and governing body of the City and shall have authority, except as otherwise provided in this charter, to exercise all powers of the City, and to adopt such ordinances and resolutions as may be proper in the exercise thereof. No councilmember shall serve more than two (2) consecutive four (4) year terms, commencing as of a date subsequent to April 9, 1974. A partial term of less than two (2) years served due to appointment or election

to a vacant council seat does not count as a term for purposes of this section. However, a combination of an appointment to a vacant council seat followed by a subsequent election to fill the remainder of the unexpired term of that same vacant seat shall count as a term for purposes of this section.

Eligibility for office

Only United States citizens may be elected or appointed officers of the City. Furthermore, in order to be eligible for City office, any councilmember elected or appointed to represent an electoral district must reside in that district and be a registered voter in that district, and any candidate for city council must reside in, and be a registered voter in, the district in which the candidate seeks election at the time nomination papers are issued.

Assumption of office by, meeting of council, and seating of mayor and vice mayor

The council shall be sworn in and assume office, subject to the qualifying provisions of the Charter, upon receipt of a certified statement of the results of the election pursuant to California Elections Code 15372, as it may be hereafter amended. The council shall hold its first meeting at that time. The vice mayor shall be seated by rotation in sequential order of the five (5) districts. Upon termination of a councilmembers' term of office as vice mayor, the vice mayor shall be seated as mayor. The mayor and vice mayor shall each serve a two (2) year term.

Powers and duties of mayor

The mayor shall be the official head of the city government for purposes of ceremony. The mayor shall serve as the presiding officer at meetings of the City Council and shall decide all questions of order without debate, subject to advice from the City Attorney or the City Attorney designee. The mayor may not make any motion, but may second a motion. The mayor shall have all other rights and privileges of a councilmember.

Vice mayor

In the temporary absence or disability of the mayor, the vice mayor shall exercise the duties and prerogatives of the mayor. The mayor shall, whenever possible, notify the City Clerk of the mayor's intended absence from the city. In the event both the mayor and vice mayor are unable to perform their duties, the City Council may appoint one of its members to act only as chair of a meeting.

Compensation

Each member of the City Council shall receive a salary that shall be six hundred dollars ($600) per month for each councilmember and the mayor shall receive an additional fifty dollars ($50) per month. Councilmembers may, upon order of the City Council, be reimbursed for reasonable and necessary expenses actually incurred in the service of the city. Confirmation of reimbursement should be received before expenditures are made.

Auxiliary Positions

Councilmembers are expected to attend many meetings outside of the city and may or may not be compensated for their attendance. Every two years the mayor is responsible for bringing recommendations forward for the distribution of these councilmember responsibilities to serve on regional and local agencies, boards, commissions, committees, and joint power authorities. If unable to attend, councilmembers must ensure their alternates can attend to ensure a quorum of members is present.

Councilmember vacancies

A. An office becomes vacant on the happening of any of the following events before the expiration of the councilmember's term:

1. Upon any of the grounds listed in Section 1770 of the California Government Code as it now exists or may hereafter be amended.
2. Upon termination of residency in an electoral district by a councilmember elected or appointed to that district unless a substitute residence within the district is immediately declared and established within thirty (30) calendar days after the termination of residency.

B. When a vacancy is, for any reason, anticipated in advance of its actual occurrence, the council shall initiate the appointment or election process in anticipation of the vacancy. The councilmember who will be vacating the seat may not participate in the process.

C. Any vacancy on the council may be filled by a majority vote of the remaining councilmembers within sixty (60) calendar days after the vacancy occurs. A person appointed by the council to fill a vacancy shall hold office until the next feasible election. A councilmember elected to fill a vacancy thereafter shall hold office for the remainder of the unexpired term. No person may be appointed to the council more than once.

D. If the council fails, for any reason, to fill such vacancy within the sixty (60) day period set forth in subsection c, it shall forthwith call an election for the earliest possible date to fill such vacancy. A councilmember elected to fill a vacancy shall hold office for the remainder of the unexpired term.

E. A partial term of less than two years served either due to an appointment or an election to a vacant Council seat, does not count as a term. Further, a combination of an appointment to a vacant Council seat, followed by a subsequent election to fill the remainder of the unexpired term of the same vacant seat, does count as a term.

F. In the event of a vacancy in the office of mayor, the vice mayor shall be seated as mayor and shall hold office for the remainder of the unexpired term being assumed. In the event of a vacancy in the office of vice mayor, a vice mayor shall be seated from the electoral district next in rotation and shall hold office for the remainder of the unexpired term being assumed. The filing of vacancies pursuant to this subsection, however, shall not disrupt the normal mayoral and vice mayoral rotation and shall not result in reducing a mayor's or vice mayor's scheduled term.

Regular meetings

The council shall hold regular meetings on the first and third Wednesday of each month; provided that, if a regular meeting date falls on a legal holiday, the meeting shall be held at the same hour, same day the following week or may be canceled. An agenda will provide the time and place of the meetings.

Special meetings

Special meetings may be called by the City clerk, City manager, City attorney, or by written request of the mayor or any three (3) councilmembers by providing each councilmember with at least seventy-two (72) hours' written notice, except that for time sensitive business, only twenty-four (24) hours' written notice is required. Written notice shall be served personally, electronically, or left at each councilmembers' usual place of residence, and shall be publicly posted in accordance with the timeframes set forth in this section. Business transacted at any special meeting shall be limited to the subjects recited in the notice of such meeting.

Meeting place

All regular meetings shall be held in the council chambers, 311 Vernon Street, unless, by consensus, the City Council decides to meet elsewhere, in which case, notice of such alternate meeting place shall be posted by the City Clerk in a public place in advance of the proposed meeting in accordance with the Ralph M. Brown Act.

Meetings to be public

Except for closed sessions permitted by general state law, all City Council meetings shall be open to the public and members of the public shall have a reasonable opportunity to be heard.

Quorum

Three (3) councilmembers shall be a quorum for the transaction of business at City Council meetings except as otherwise provided by the charter. In the absence of a quorum, a lesser number of councilmembers or the City Clerk may adjourn the meeting to a later date.

Attendance and conduct at meetings

The City Council may, by vote of not less than two (2) of its members, enforce orderly conduct and compel the attendance of its members and other city officers at its meetings. Any member of the City Council or other officer of the city who refuses to attend such meetings or conducts themselves in a disorderly manner shall be deemed guilty of misconduct in office. Upon request of the City Council, the City Manager shall designate a police official or officer to serve as the sergeant-at-arms of the City Council.

Council rules

The council shall determine its own rules and order of business subject to the following provisions. There shall be a journal of proceeding or minutes of all council meetings approved by the council and to which the public shall have access at all reasonable times. Within seven (7) days after any regular or special council meeting, the actions taken by the council at the meeting shall be available on the City's website, and within thirty (30) days after any regular or special council meeting, action minutes of the meeting shall be prepared by the council for its approval.

A vote upon all ordinances and resolutions shall be taken individually by an affirmative or negative vote and entered upon the journal, except that where the vote is unanimous it shall be necessary only to so state.

Order of business

The order of business at all regular meetings of the City Council shall be as follows:

- Closed Session Call to Order
- Closed Session Silent Roll Call
- Closed Session Public Comments
- Closed Session
- Closed Session Report Out
- Closed Session Adjournment
- Call to Order
- Roll Call
- Pledge of Allegiance
- Meeting Procedures
- Presentations
- Public Comments
- Consent Calendar
    - Minutes
    - Bids/Purchases/Services
    - Resolutions

    - Ordinances (for introduction and first reading)
    - Ordinances (for introduction and adoption – appropriation/urgency measures)
    - Ordinances (for second reading and adoption)
    - Reports/Requests
    - Ceremonial Documents
- Resolutions
- Ordinances
- Special Requests/Reports/Presentations
- Public Hearings
- Appointments
- Council/Staff/Reports/Comments
- Adjournment

CITY OF ROSEVILLE
CALIFORNIA

CIVIC CENTER • 311 Vernon Street
Roseville, CA 95678 • roseville.ca.us

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Board/Commission Liaisons

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Economic Development Advisory Committee
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Email: mvanguiano@roseville.ca.us

Grants Advisory Commission
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Email: mvanguiano@roseville.ca.us

Library Board
Natasha Martin
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Local Sales Tax Citizens Oversight Committee
Dennis Kauffman
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Email: dkauffman@roseville.ca.us

Parks & Recreation Commission
Jill Geller
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Email: jageller@roseville.ca.us

Personnel Board
Stacey Peterson
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Planning Commission
Greg Bitter
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Public Utilities Commission
Michelle Bertolino
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Richard Plecker
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Senior Commission
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Transportation Commission
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Youth Sports Coalition
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City of Roseville
City Council/Boards, Commissions, & Committees Administrative Standards (staff)

CITY OF ROSEVILLE CALIFORNIA

February 3, 2022

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Purpose

This handbook shall serve as the administrative standards for all City of Roseville boards, commissions, committees and City Council members so that expectations and practices are clearly articulated to guide members in their actions, and to provide a uniform frame for conduct. Informational appendices are included.

City overview

Form of government

The City of Roseville charter, adopted in 1954, establishes a council-manager form of municipal government. (Appendix I)

City Council

The five (5) member City Council, which is comprised of four (4) members and the mayor, enacts legislation, adopts budgets, and determines policy.

City Manager and department heads

The City Manager is appointed by the City Council. The City Manager is responsible for the day-to-day management of the city and supervises the organization through department heads. Department heads are appointed by and report directly to the City Manager.

City Attorney

The City Attorney provides legal advice and support to the City Council and boards and commissions on the legal propriety of proposed actions, prepares and/or reviews all ordinances, resolutions, contracts, and other documents, represents the city in civil litigation and acts as liaison to outside special counsel.

City Clerk

The City Clerk conducts elections to elect City Council members, recruits board, commission, and committee members, establishes and tracks compliance of mandatory training, maintains city records and securities, prepares agendas and minutes for the City Council, and provides City Council action follow-up.

Staff

City staff, under the direction of the City Manager, is responsible for carrying out the policies and actions of the City Council and implementing the programs and services set out in the budget and identified in the City Council's annual goals.

Boards, commissions, and committees

Boards commissions, and committees are established to provide a method for citizen input and are ancillary to the City Council. All board, commission, and committee members shall serve without compensation. The City of Roseville has 16 boards and commissions: Board of Appeals, Charter Review Committee*, Design Committee, Economic Development Advisory Committee, Grants Advisory Commission, Law & Regulation Committee, Library Board, Local Sales Tax Citizens' Oversight Committee, Parks & Recreation Commission, Personnel Board, the Placer Mosquito Abatement & Vector Control District**, Planning Commission, Public Utilities Commission, Senior Commission, Transportation Commission, and Youth Sports Coalition.

Charter Review Committee is a temporary committee that each decade reviews the entire city charter.

***Placer Mosquito Abatement & Control District is comprised of five Placer County regional trustees. The City Council appoints one individual to serve as one of the five regional trustees.*

Membership

Eligibility

All members of boards, commissions, and committees shall be residents of the City at the time of their appointment and continuously during their term of office.

Individuals can only serve on a single City of Roseville board or commission at a time. Notwithstanding the foregoing, individuals may serve concurrently on a single City of Roseville board or commission and a single City of Roseville committee.

Relatives (spouses, siblings, parents, domestic partners, co-habitants, and children) cannot serve on the same board, commission, or committee at the same time.

Incompatibility of office

An individual cannot hold two conflicting public offices. Be aware that acceptance of one governmental board appointment may result in the automatic forfeiture of another public seat.

Structure of terms of office

Members of the boards, commissions, and committees serve staggered terms of four years.* No member shall serve more than two consecutive terms. In the event a person is appointed to fill an unexpired term the appointment to fill said unexpired term will be considered a partial term and will not be counted as one of the two full consecutive terms.

**Members of the Economic Development Advisory Committee serve two-year terms. There are no limitations on the number of consecutive terms a member of the Economic Development Advisory Committee may serve.*

If at the expiration of an eligible member's term the City Council has not yet appointed a replacement, the member may continue to serve on a month-to-month basis until a replacement is appointed.

Youth members

The City Council may appoint a high school student that is a resident of Roseville as a voting member of the Library Board, Parks & Recreation Commission, and the Transportation Commission, and a non-voting member of the Grants Advisory Commission. Such member shall serve only during his or her enrollment in high school and for a one-year term. Such member may be re-appointed for a second term. Youth members must be enrolled in high school during the entirety of their term. Youth members may not serve as chair or vice chair.

Appointment policy

Procedure

If a vacancy on any board, commission, or committee occurs because of resignation, death, moving from the city, removal from incumbent's office, ineligibility for re-appointment, etc. the following procedure will be used:

- The City Clerk will advertise the vacancy in the city's legal newspaper and on the city's website, and will notify the Roseville Chamber of Commerce, and the Roseville Coalition of Neighborhood Associations of the vacancy;
- The City Clerk will establish a deadline for receiving applications;
- Applications received after the deadline will not be accepted;
- If fewer applications are received than twice the number of openings, the City Clerk may establish a new application deadline and the vacancy re-advertised as described in the first bullet point;
- The City Clerk will conduct video interviews of all applicants;
- Applications and video interviews will be provided to the City Council;
- If a new vacancy occurs after an application deadline and before an appointment is made, a new application process will not be re-advertised;
- City Council will cast their vote at a pre-designated meeting date via ballots;
- Ballots and applications of successful applicants are made part of the record and kept on file and made available for public review upon request

Position requirements

Oath of office

Before attending a board, commission, or committee meeting, every new member shall take the oath of office stating that he/she will faithfully discharge the duties of the board, commission, or committee to which appointed.

New member training

New board, commission, and committee members shall receive general and commission-specific training from the City Clerk Department and from the staff liaison before beginning their term.

Conflict of Interest Code

Under the Political Reform Act of 1974, all public agencies are required to adopt a Conflict of Interest Code. The code designates positions required to file Statement of Economic Interests, and assigns disclosure categories specifying the types of interests to be reported. The City of Roseville designates members of the Charter Review Committee, Design Committee, the Economic Development Advisory Committee, Grants Advisory Commission, Local Sales Tax Citizens' Oversight Committee, Planning Commission, Public Utilities Commission, and Transportation Commission as required filers of an Assuming, Annual, and Leaving Form 700 Statement of Economic Interests. State law requires a fine be assessed for those who fail to file required Fair Political Practices Commission documents. If a board, commission, or committee member fails to file an Assuming Office Form 700 Statement of Economic Interests for more than thirty (30) days after the final filing date, the member will be disqualified from any participation in the meetings or other activities of the board, commission, or committee until the member both files the required Statement of Economic Interests and pays any fines associated with the failure to file. If the member fails to file and/or pay the associated fine for more than sixty (60) days after the final filing date, the member shall be removed from the board, commission, or committee by City Council action.

Ethics training

Assembly Bill 1234 imposes ethics training and compensation and reimbursement requirements on cities, counties, and special districts. For officials and board, commission, and committee members serving on or for a local agency, AB 1234 requires two (2) hours of ethics training within one year of appointment.* Thereafter, two (2) hours of ethics training every two years. Notification of this online training will be provided by the City Clerk Department. Failure to complete the online training shall result in removal from the board, commission, or committee.

**Youth Sports Coalition members are exempt from this requirement since appointments to the coalition are made by the youth sports member organizations and not the City Council.*

Sexual harassment training

Assembly Bill 1661 imposes sexual harassment prevention training requirements on cities, counties, and special districts for officials serving on or for a local agency. Notification of this online training will be provided by the City Clerk Department.* Failure to complete the online training shall result in removal from the board, commission, or committee. In addition, the Department of Fair Employment and Housing requires all California employers to provide employees and volunteers the Department's sexual harassment pamphlet. (Appendix IV)

**Youth Sports Coalition members are exempt from this requirement since appointments to the coalition are made by the youth sports member organizations and not the City Council.*

Unclassified service

As provided by the charter, members of boards and commissions are considered unclassified employees and are therefore required to comply with City of Roseville Administrative Regulation 2.03 – HARASSMENT, DISCRIMINATION, AND RETALIATION PREVENTION POLICY (Appendix II); and Roseville Administration Regulation 2.14 – ACCEPTANCE OF GIFTS AND GRATUITIES BY CITY EMPLOYEES. (Appendix III)

Social media

Statements and opinions using social media including, but not limited to Twitter, Facebook, Nextdoor, or professional networks like Linkedln, must remain personal and cannot be intended as representing the city's nor the board, commission, or committee's official position.

Dress code

Board, commission, and committee members are expected to portray a positive and professional image and are expected to wear clean and appropriate business attire:

Men: Shirt and tie or sweater and tie, slacks, collared shirts (sport coat or suit optional)

Women: Dress, suit ensemble (skirt or pant), skirt and blouse, dress slacks

Shirts with the City logo are permitted when attending functions in the capacity as a board, commission, or committee member.

Logo and materials

To reflect the official nature of the board, commission, or committee and to preserve consistency of the city brand, only the official city logo that contains the words "City of Roseville", shall be used on board, commission, and committee materials.

Attendance policy

It is the expectation that board, commission, and committee members attend all meetings. If a board, commission, or committee member is absent without excuse a total of 25% or more meetings in a rolling 12-month period, or more than one meeting in a rolling 12-month period if the board, commission, or committee meets quarterly, he or she shall forfeit the office. The secretary of each board, commission, or committee shall transmit attendance records to the City Clerk. Excused absences from meetings may be for any of the following reasons:

- Illness of the member or the member's family member;
- Family emergency related to illness or injury;
- Business commitment, notice of which was provided to the chair and secretary in advance;
- Previously scheduled vacation, notice of which was provided to the chair and secretary in advance;
- Attendance at a funeral, religious service or ceremony, wedding, or other similarly significant event, notice of which was provided to the chair and secretary in advance.

Bi-annual attendance reports

Board, commission, and committee secretaries are responsible for preparing bi-annual written reports of attendance to the City Clerk Department by June 15th and December 15th each year*.

**Board of Appeals, Personnel Board, and Youth Sports Coalition do not provide attendance reports to the City Clerk.*

Removal from office

Except when otherwise provided by law or the City of Roseville charter, the members of the boards and commissions of the city serve at the pleasure of the City Council, and may be removed by the City Council at any time with or without cause. A member's removal shall be by majority vote of the City Council.

Resignation

A member of a board, commission, or committee who wishes to resign prior to completing the member's term shall send a resignation letter to the City Clerk who shall notify the City Council and begin the recruitment process.

Safety information

- The dais is bullet resistant, the staff table is not;
- There are two panic buttons: One at the center of the dais and one in the media control room. The side-by-side buttons on the individual component should be pressed simultaneously for the signal to be sent to Roseville dispatch;
- An automated external defibrillator (AED) and a cardio pulmonary resuscitation (CPR) mask are mounted on the wall next to the media control room;
- In case of an emergency, the chair should adjourn the meeting and advise everyone to exit through the double doors and gather across the street.

Roles and responsibilities

City Clerk

- Recruit board, commission, and committee applicants;
- Coordinate the appointment and re-appointment process with mayor and City Council;
- Maintain official roster with contact information for all members;
- Manage legally required training;
- Maintain original meeting minutes.

Liaison

Liaisons provide procedural direction and serve as staff support to the board, commission, or committee. The liaison is appointed from the department which most nearly encompasses the board, commission, or committee's activities.

Secretary

The secretary is appointed from the department which most nearly encompasses the board, commission, or committee's activities. The secretary assists in the board, commission, or committee's functions.

While the liaison and secretary roles are to assist the board, commission, or committee, the liaison, secretary and other staff are not employees of the board, commission, or committee. At all times, staff is strictly reportable to the department head and City Manager.

Chair

The chair and vice chair shall be selected by the board, commission, or committee members at a January or July meeting, or as soon thereafter as is practicable. Any voting member of the board, commission, or committee, except a youth member, can serve as chair. The length of term for the chair and vice chair shall be one (1) year. However, there are no limitations on the number of consecutive terms the chair or vice chair may serve.

The chair is the presiding officer of the meeting. In the absence of the chair, the vice chair shall be the presiding officer of the meeting. In the absence of the vice chair, a temporary chair shall be selected from among the other members present, with priority given to seniority, and shall be the presiding officer of the meeting. Upon the arrival of the chair or vice chair, the temporary chair shall relinquish the chair immediately upon the conclusion of the item of business before the members.

The chair shall preserve order at all official meetings of the board, commission, or committee and shall decide all questions of order without debate, subject to advice from the City Attorney or City Attorney designee. The chair may not make any motion, but may second a motion. The presiding officer shall have all other rights and privileges of a board, commission, or committee member.

Additional role of the chair

- Attend City Council meetings as needed to represent the board, commission, or committee;
- Call a meeting to order and propose adjournment;
- Call for discussion and vote on motions;
- Clarify or request clarification of motions made by members;
- Rule whether motions are out of order;
- Interpret and enforce any meeting management bylaws or rules of procedure;

- Call members to order if they disregard rules of procedure or decorum for the meeting;
- Ensure that meetings are conducted in an efficient and productive manner.

Board, commission, and committee members

When the board, commission, or committee is in session, the members must preserve order and decorum. No member shall, by conversation or otherwise, delay or interrupt the proceedings or the peace of the board, commission, or committee, disturb any member while speaking, or refuse to obey the orders of the board, commission, or committee or its presiding officer.

A board, commission, or committee member is expected to:

- Attend scheduled meetings;
- Prepare in advance of meetings and be familiar with issues on the agenda;
- Contact the staff liaison if there are questions;
- Participate in meetings and carry out assignments;
- Use community members to obtain feedback on topics under consideration;
- Be considerate of fellow members and staff;
- Not direct staff;
- Not speak for the board, commission, or committee unless authorized by the board, commission, or committee;
- Not speak for the city unless authorized to do so by action of the City Council.

Limitations

Limited reports and comments at the end of the agenda are permissible as long as no action is taken.

Other persons

Persons addressing the board, commission, or committee shall step up to the podium and may, though not required, give their name for the record. All remarks shall be addressed to the body as a whole and not to any member thereof. No person, other than a member of the board, commission, or committee, staff liaison, or the person having the floor, shall be permitted to enter into any discussion without the permission of the presiding officer.

Any person making personal, impertinent or slanderous remarks, or who shall become boisterous or belligerent while addressing the board, commission, or committee, shall, by the presiding officer, be barred from further audience before the board, commission, or committee during that meeting, unless permission to continue is granted by consensus of the board, commission, or committee. (Appendix V)

Spokesperson for group of persons

Whenever any group of persons wishes to address the board, commission, or committee on the same subject matter, it shall be at the discretion of the presiding officer to request that a spokesperson be chosen by the group to address the board, commission, or committee and, in case additional matters are to be presented at the time by any member of said group, to limit the number of persons addressing the board, commission, or committee, so as to avoid unnecessary repetitions. The presiding officer may set a time limit for each side of the issue.

Meeting procedures

These meeting procedures shall pertain to all City of Roseville boards, commissions, committees, and the City Council. To the extent these procedures do not address an issue of parliamentary procedure for legislative body meetings, "Rosenberg's Rules of Order: Simple Parliamentary Procedures for the 21st Century" shall apply. (Appendix VI)

Other guiding documents

- The City of Roseville Charter, Roseville Municipal Code, and state statutes will govern board, commission, and committee activities.
- Parliamentary Procedure dictates the body of rules, ethics, and customs governing meetings and other operations of clubs, organizations, legislative bodies, and deliberative assemblies.
- The Ralph M. Brown Act is an act of the California State Legislature, authored by Assembly member Ralph M. Brown and passed in 1953, that guarantees the public's right to attend and participate in meetings of local legislative bodies. (Appendix VII)

Meetings

Regular meetings

Regular meetings shall be held as scheduled, bi-weekly, monthly, quarterly, or annually. If a regular meeting date falls on a legal holiday, the meeting shall be held at the same hour, same day the following week or may be canceled.

Special meetings

Special meetings may be called by staff, the chair, or a quorum of voting members of the board, commission, or committee. Notice of the special meeting must be provided to the board, commission, or committee members at least twenty-four (24) hours in advance.

Business transacted at any special meeting shall be limited to the subject(s) recited in the notice of the special meeting.

Adjourned meetings

Any regular or special meeting may be adjourned (continued) to a specified time and place.

Recess of a meeting

A recess of a meeting may be called at the discretion of the presiding officer.

Closed session

Prior to holding a closed session, the City Council or Personnel Board shall disclose, in an open meeting, the item or items to be discussed in the closed session as they are listed on the agenda and may only consider those matters. The City Council or Personnel Board shall publicly report any action taken in closed session and the vote or abstention of every member present thereon as required by state law. No other board, commission, or committee shall conduct a closed session without the prior written consent of the City Attorney.

Quorum

A quorum is more than half (1/2 + 1), of all voting members of the entire board, commission, or committee. A quorum is based on the number of voting members of the full board, commission, or committee. In the absence of a quorum, a lesser number of members or the board, commission, or committee secretary must adjourn the meeting after fifteen (15)

minutes have passed. In addition, if a quorum is lost during the meeting due to a departure of a member(s), a lesser number of members or the board, commission, or committee secretary must adjourn the meeting.

Meetings of a majority of members

A meeting is a congregation of a majority of the members of a board, commission, or committee at the same time and place to hear, discuss, deliberate, or take action on an issue in the subject matter jurisdiction of the board, commission, or committee. Even if no action is taken, a gathering may constitute a meeting. This includes informal gatherings and electronic communications, with or without public attendance or city sponsorship.

The following situations would not be considered a meeting if a majority of the board, commission, or committee members attend as long as: (1) matters within the board, commission, or committee's jurisdiction are not discussed, unless they are part of the program; and (2) program or events are open to the public:

- Open and publicized local public meeting;
- Open, noticed meeting of another body;
- Social or ceremonial event;
- Open, noticed meeting of a standing committee (can attend but cannot participate);
- Individual contacts or conversations among less than a majority of the members and a member of the public.

Although the above examples are generally not considered meetings, the City Attorney should be consulted prior to a majority of the board, commission, or committee members attending a "non-meeting." It is often advisable to notice the meeting or limit the attendance to less than a majority of the members.

Agendas

The order of business at all regular meetings shall be as follows:

- Call to Order
- Roll Call
- Pledge of Allegiance
- Public Comments
- Consent Calendar
- Requests / Presentations (and public hearings)
- Board Member / Commissioner / Staff Reports
- Adjournment

Call to Order

The presiding officer of the board, commission, or committee shall take the chair precisely at the hour appointed for the meeting, and shall call the meeting to order.

Roll Call

The roll of the members shall be called by the board, commission, or committee secretary and the names of those present shall be entered into the minutes.

Public Comments

Public Comments is intended to allow the public to address the board, commission, or committee on matters not listed on the agenda. Individual comments shall be limited to three (3) minutes and shall not exceed a total of 25 minutes, unless such time is extended by the presiding officer. The presiding officer shall not permit the public to address items which are listed elsewhere on the agenda or which are not within the subject matter jurisdiction of the board, commission, or committee. The board, commission, or committee shall not engage in debate regarding, or take any action on, any matter brought under Public Comments except to refer the matter to staff or to determine that the matter should be included on a future agenda for debate and action.

Consent Calendar

The Consent Calendar consists of items that are routine or noncontroversial in nature. The entire calendar is intended to be acted on in one motion on a roll call vote. Any member of the board, commission, or committee, staff, or the public may remove an item from the Consent Calendar for further discussion. Items removed from the Consent Calendar for further discussion shall be discussed separately following the approval of the remaining items on the Consent Calendar. If a member of the board, commission, or committee has a question or wishes to remove an item from the Consent Calendar they should call the staff liaison to the board, commission, or committee no later than noon the day of the meeting. The staff liaison will determine if the item can be handled after the Consent Calendar or if it needs to be held over to the next meeting. The staff liaison shall so inform the presiding officer.

Requests/Presentations

Requests/Presentation items include presentations by staff or others, which may prompt discussion and/or action by the board, commission, or committee.

Public Hearings

Public hearing items include opening the public hearing, presentation by staff, presentation by applicant or appellant, and testimony from the public.

The order of business at public hearings shall be as follows:

- Open public hearing by presiding officer
- Presentation by staff
- Presentation by applicant (unless applicant is appellant)
- Presentation by appellant
- Open public comment by presiding officer
- Public comment
- Close public comment by presiding officer
- Rebuttal by appellant
- Rebuttal by applicant (unless applicant is appellant)
- Close public hearing by presiding officer
- City Council/board/commission/committee deliberation
- City Council/board/commission/committee action

Board Member/Commissioner/Committee/Staff Reports

Board Member/Commissioner/Committee Staff Reports are designed for members of the board, commission, or committee and staff to report on individual assignments or to request that an item be placed on a future agenda. The latter requires a consensus of the board, commission, or committee. Individuals are allocated five (5) minutes apiece, for comments.

Adjournment

A motion to adjourn shall not be debatable. It shall be in order at any time, and;

- Cannot interrupt a speaker who has the floor;
- Cannot be amended;
- Must be seconded;
- Cannot be reconsidered;
- Must have a majority vote;
- A motion to adjourn "to another time" is debatable only as to the time to which the meeting is adjourned.

Order of business

The order of business may be changed at any time by the presiding officer or by consensus of the board, commission, or committee.

Voting

All business requiring approval of the board, commission, or committee shall be taken individually by an affirmative or negative vote and entered into the record, except that where the vote is unanimous it shall be necessary only to state so.

Majority vote

A majority vote is more than half of the votes actually cast. In the event a motion on an item fails to obtain a majority vote, the presiding officer at his or her discretion shall require another motion, continue the item, or (with exception of the Personnel Board or Board of Appeals) refer the item to the City Council without recommendation if the item is before a board, commission, or committee. The number of motions that may be made on an item shall be at the discretion of the presiding officer.

Tie vote

If there is a tie vote on a motion, then the motion shall fail. In the event a motion on an item results in a tie vote, the presiding officer at his or her discretion shall require another motion, continue the item, or refer the item to the City Council without recommendation if the item is before a board, commission, or committee. The number of motions that may be made on an item shall be at the discretion of the presiding officer. If the matter involves an appeal, and an affirmative vote does not occur, the result is that the decision appealed remains in effect as decided by the decision-making person, board, commission, or committee from which the appeal was taken.

Abstention

An abstention occurs where a board, commission, or committee member, although qualified to vote on a motion chooses not to register his or her vote. An abstention constitutes no vote whatsoever. A roll-call vote shall be taken to note that the board, commission, or committee member was present but did not vote.

Conflict of interest

When a member has a conflict of interest, or the appearance of a conflict of interest, the member must:

- Publicly state the nature of the conflict;
- Step down from the dais and leave the room until consideration of the particular item is finished, unless the item is on the Consent Calendar;

- Not be counted toward achieving a quorum while the item is being discussed.

Recommendations
When a board, commission, or committee votes to make a recommendation to the City Council, such items may not be appealed since recommendations are not considered final approvals or decisions.

Official record

Minutes
The Minutes serve as a permanent record of the board, commission, or committee's official actions. The board, commission, or committee secretary shall be required to make a record only of such business as was actually passed upon by a vote of the board, commission, or committee, and shall not be required to record any remarks of board, commission, or committee members, or of any other person except at the special request of a member of the board, commission, or committee.

Minutes of the previous meeting shall be provided to the board, commission, or committee prior to each meeting. The minutes may be approved by majority vote even if one or more of the voting members were not present at the meeting to which the minutes relate.

Other items to be included in the minutes
Minutes may include the name and city of residence of any person addressing the board, commission, or committee, the subject to which their remarks are related, and whether they spoke in support of or opposition to the matter (members of the public are not required to state their name and city of residence);

The time board, commission, or committee members arrived or left if they arrived late or left early. This should be in the Roll Call area following the individual's name and also in the minutes at the point when the individual arrived or left;

The time the meeting was called to order, recessed (if breaks are taken) and adjourned.

Public hearings
Reference must be made to any evidence presented (letters, testimony, etc.) and include any findings of fact or official actions taken by the advisory body.

Style & tone
- Minutes should follow these guidelines:
- The style is narrative;
- Tone is impersonal, objective and professional;
- No descriptive or judgmental phrases (e.g. "a heated debate");
- Never use nicknames or first names;
- Always identify individuals with their titles, (e.g. "Commissioner Smith");
- Use few adjectives and a minimum of pronouns;
- Never use I, you, we, or our

Correction to Minutes
Members of boards, commissions and committees are to review minutes and make corrections if needed so that the approved minutes accurately reflect the work of the group. Corrections are made at the meeting when the minutes are brought forward for adoption. Corrections

require a motion, second, and a majority vote, and, if approved, are noted in the minutes of the current meeting. Any changes to the draft minutes approved by the board, commission, or committee will be reflected in the minutes for the meeting at which the corrections are made.

Recordings

A recording may be made of the board, commission, and committee meetings. Audio recordings of the board, commission, and committee meetings are to be kept for one (1) year, and video recordings are to be kept for three (3) years after which time the recordings shall be destroyed. Recordings are not the official minutes of the board, commission, and committee meetings.

Agenda notice requirements

Open Meeting Law

All of the meetings of the boards and commissions are subject to the Ralph M. Brown Act, requiring the entire deliberative process of a public body to be open to the public.

Meetings

A meeting is defined as the convening of members, whether in person or through electronic media or other communications, of the board, commission, or committee for the purpose of exercising the responsibility, authority, power or duties delegated to that body. A meeting is subject to the law whenever the board, commission, or committee meets for official purposes. When a quorum (1/2 + 1) of the members of a board, commission, or committee are present, it is considered a meeting for official purposes. A meeting does not include social or chance gatherings.

Further, any communication, including emails, social media posts, or other electronic communication or serial conversations between some or all members, could be considered a public meeting. Information or any type of communication to be shared by one member with other members of the board, commission, or committee Shall be sent to the staff liaison who will forward it to all members of the board, commission, or committee.

Intermediary communications

Technically, a staff person can email less than a majority of the members of a board, commission, or committee to brief them on a topic; however, this is not recommended as it may lead to an inadvertent violation of the Brown Act. Staff members must exercise care not to disclose other members' views and positions.

Email communications

It is good practice to blind copy all members when sending an email to prevent a member from "replying all" and inadvertently violating the Brown Act.

Public notice

The Brown Act requires that all meetings of a governmental body be preceded by an official public notice:

- Regular meetings – when the meeting is held at a regular day, time, and location, the agenda must be posted 72 hours in advance of the meeting.
- Special meetings – when the meeting is held at a different time, different day, and/or different location than a regular meeting, then the agenda must be posted 24 hours in advance of the meeting.

- Adjourned meetings – regular and special meetings may be adjourned or continued to a future day if the business could not be completed at the original meeting. The time and date of the adjourned (continued) meeting must be designated and announced to the members of the public who are present at the time of adjournment, as well as recorded in the minutes.

Agendas

- An agenda for each meeting of the board, commission, or committee is prepared by the board, commission, or committee secretary or liaison. The agenda outlines the topics or items of business that will be introduced, discussed, and acted upon at each meeting. The agenda shall also include the date, time, and location of a meeting.

Agenda item descriptions

The Brown Act requires that the agenda item describe fully the issue or action to be discussed and/or taken. The item generally does not need to be longer than 20 words in length, however, it should be clear to a member of the public what will be discussed and what action is being proposed.

Agenda & material distribution

The secretary is responsible for providing the agenda to the board, commission, and committee members, staff designated to assist the boards and commissions, and any individual and media outlet who has submitted a written request for meeting information.

Any materials or handouts disseminated to the boards, commissions, or committees at the meeting by other persons or organizations must be made available to the public upon request. If the materials relate to a subsequent agenda, they should be made part of the agenda packet for that meeting and available for public review.

Agendas and supporting documents are to be made available to the public at the same time as they are provided to the board, commission, or committee.

Regular meetings

- Held at a regular day, time, and location;
- Agenda must be posted 72 hours in advance of the meeting.

Special meetings

- Meeting is at a different time, different day, and/or different location than a Regular Meeting;
- Agenda must be posted 24 hours in advance of the meeting.

Adjourned meetings

- Regular and special meetings may be adjourned or continued to a future date if the business could not be completed at the original meeting;
- If the subsequent meeting is conducted within five (5) days of the original meeting, matters properly placed on the agenda for the original meeting may be considered at the subsequent meeting;
- If the subsequent meeting is more than five (5) days from the original meeting, a new agenda must be prepared and posted;
- The time and date of the adjourned or continued meeting must be designated and announced to the members of the public who are present at the time of the adjournment, as well as recorded in the minutes.

Meeting cancelation

A meeting may be canceled because of a lack of quorum of voting members or the lack of agenda items. If the secretary has advanced notice that a meeting will not be held, he or she shall post a notice of cancelation in lieu of posting or distributing an agenda for the meeting.

If the agenda has already been distributed, a cancelation notice shall be posted and distributed in the same manner as the agenda was. The secretary must declare the meeting canceled by appearing at the meeting location, and waiting fifteen (15) minutes after the meeting start time to verbally announce the meeting is canceled. The secretary shall then post a notice of cancelation of the meeting on the door of the room where the meeting was to be held.

When less than a quorum of an advisory body appears at a noticed meeting, no meeting may be held and no action may be taken and the secretary or chair must adjourn the meeting to a future date.

Rights of the public

Pursuant to the Ralph M. Brown Act, the public must be allowed to:

- Attend, observe, and speak at meetings;
- Speak without being required to provide a name or address;
- Record the meeting with audio or video recorder and take photographs;
- Review agendas and other documents distributed to a majority of the board, commission, or committee, other than those exempt from disclosure;
- Request in writing that the agenda or agenda-related documents be mailed to them for a cost not to exceed the actual cost of providing the service;
- Obtain a copy of any audio or video (if it exists) of the meeting (there is no requirement to prepare a transcript) for a cost not to exceed the actual cost of providing the service;
- Speak to each item on the agenda and to items under the jurisdiction of the board, commission, or committee;
- Criticize or complain about processes or procedures.

Americans with Disabilities Act

All legislative meetings open to the public must comply with the Americans with Disabilities Act. If members of the board, commission, or committee or members of the public attending the meetings require special assistance to participate in a meeting, individuals must notify the staff liaison at least seventy-two (72) hours prior to the meeting.

Limited English proficiency

Individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English are considered limited English proficient. If an individual appears before the board, commission, or committee and is limited English proficient and requests assistance, the individual should be provided a certified foreign language interpreter. Individuals requesting an interpreter must notify the staff liaison at least seventy-two (72) hours prior to the meeting. Pursuant to the Ralph M. Brown Act, individuals using an interpreter shall be provided at least twice the allotted time given to other members of the public.

Presentation material

If an individual plans to make a presentation on an agenda item and plans to use audio/visual materials, he or she must submit all audio/visual materials to the staff liaison at least seventy-two (72) hours prior to the meeting.

Composition, responsibilities, and meeting dates of the City of Roseville boards, commissions and committees

Charter Review Committee

Nine (9) members appointed by the City Council at least every ten (10) years

Responsibilities

Reviews the Charter and presents, or causes to be presented, to the City Council a written report recommending amendments, if any, which should be made to the Charter.

Meetings

The Charter Review Committee, once established, determines meeting day, time and location.

Design Committee

Three (3) members: two (2) members appointed by the City Council; one (1) member appointed by the Planning Commission; and one (1) alternate appointed by the Planning Commission

Responsibilities

- Reviews design-related applications for multiple-residential, commercial, and industrial projects.
- Reviews proposed site plans, architecture, and landscaping for conformance with the city's general plan, specific plans, and community design guidelines.
- Reviews applications required by the city's sign ordinance.

Meetings

The Design Committee meets the third Thursday of each month at 4:30 p.m. in the civic center meeting rooms 1 & 2, 311 Vernon Street.

**The chair of the committee shall be a current member of the Planning Commission. In the absence of the chair and vice chair of the committee, the alternate Planning Commissioner shall act as the presiding officer.*

Economic Development Advisory Committee

Seven (7) members appointed by the City Council: one (1) councilmember; one (1) Chamber of Commerce representative; and five (5) industry representatives

Responsibilities

- Ensures goals of the Roseville Economic Development Strategy (Strategy) are being met.
- Provides guidance to staff and recommendations to the City Council on implementation of the Strategy and recommends changes or additions as necessary to reflect changing economic conditions or opportunities.
- Reviews annual economic development work program and budget and makes recommendations to the City Council regarding economic development work program and budget.
- Reports to the City Council at least annually on Strategy progress and effectiveness of the Strategy.
- Review programs which assist existing and prospective businesses.

Meetings
The Economic Development Advisory Committee meets on the fourth Wednesday of January, April, July, and October at 1:30 p.m. in the civic center, 311 Vernon Street.

Grants Advisory Commission
Seven (7) members appointed by the City Council; additionally, the City Council may appoint a non-voting youth commissioner

Responsibilities
- Reviews and recommends Citizens' Benefit Fund (Chapter 4.06) and Roseville Employees Annual Charitable Hearts ("REACH") fund and grant application processes and policies for grants to be approved by the City Council.
- Acts as a forum for public participation in review of Citizens' Benefit Fund and REACH grant applications.
- Annually reviews and makes recommendations on Citizens' Benefit Fund and REACH grant applications.
- Monitors approved grants and reviews annual reports for measurable outcomes.
- Recommends to the City Council the use of the interest earned by the city on the proceeds of the sale of the Roseville Community Hospital in the award of Citizens' Benefit Fund grants.

Meetings
The Grants Advisory Commission meets the second Tuesday of each month at 5:30 p.m. except for the months of July and November, which begins at 7 p.m., in the council chambers, 311 Vernon Street.

Law and Regulation Committee
Two (2) council members, and one (1) alternate appointed by the City Council

Responsibilities
- Requests, considers, and evaluates state and federal legislation, policies and regulations brought before the Committee and makes recommendations to the full City Council on those items.
- Provides input to staff regarding concerns about the effects a specific piece of legislation, policy or regulation might have on the community.
- Requests additional information from staff regarding legislation, policies, and regulations.

Meetings
The Law and Regulation Committee meets the fourth Wednesday of each month at 4 p.m. in the council chambers, 311 Vernon Street.

Library Board

Five (5) members appointed by the City Council; additionally, the City Council may appoint a voting youth member

Responsibilities

- Participates in strategic and long-range planning for the city library system.
- Serves as community liaisons/advocates for library programs and services.
- Reviews policies and procedures as presented by city library staff.
- Represents the library at city-sponsored functions.
- Advises the City Council on important library efforts.

Meetings:

The Library Board meets the fourth Monday of odd-numbered months at 6:30 p.m. at various city libraries.

Local Sales Tax Citizens' Oversight Committee

Five (5) members appointed by the City Council.

Responsibilities

- Annually, review revenue receipts and expenditures of the Transactions and Use Tax.
- Annually, review status of programs and services, funded wholly or partially with proceeds from the Transactions and Use Tax.
- Annually, prepare and present an independent report to the City Council regarding the revenue and expenditures of the Transactions and Use Tax.

Meetings

The Local Sales Tax Citizens' Oversight Committee meets two to three times per year, or as determined by the City Manager.

Parks and Recreation Commission

Seven (7) members appointed by the City Council; additionally, the City Council may appoint a voting youth commissioner.

Responsibilities

- Reviews and makes recommendations on park projects, department operations, recreation programs, events and related issues.

Meetings

The Parks and Recreation Commission meets the first Monday of each month at 6 p.m. in the council chambers, 311 Vernon Street.

Planning Commission

Seven (7) members appointed by the City Council

Responsibilities

- Makes recommendations to the City Council on general plan, specific plan, zoning and other land use policy areas.

- Reviews and makes recommendations to the City Council on, and where appropriate, approves entitlements for compliance with the general plan, applicable specific plans, and other policy documents.
- Takes final action on major project permits, conditional use permits, tree permits, tentative subdivision maps, variances, and zoning interpretations.
- Determines the adequacy and consistency with the California Environmental Quality Act of environmental documentation associated with projects acted upon by the Planning Commission.
- Provides representation of the city at various conferences, before other agencies, etc.
- Provides commission members for service on special task forces/ committees, as needed.
- Provides a forum for public involvement for the items listed above.

Meetings

The Planning Commission meets the second and fourth Thursdays of each month at 7 p.m. in the council chambers, 311 Vernon Street.

Public Utilities Commission

Seven (7) members appointed by the City Council

Responsibilities

- Studies and advises the City Council regarding all utilities and enterprises owned or operated by the city, including but not limited to, electrical, water, wastewater, recycled water, solid waste, and stormwater.
- Advises the City Council regarding planning, rates, public information, and other matters relating to such enterprises.
- Hears citizen concerns relating to utility operation and/or rates.
- Conducts public meetings and public hearings for the purpose of reviewing agreements, proposed utility-related projects, and rates prior to making a recommendation to the City Council.
- Reviews California Environmental Quality Act and National Environmental Policy Act documents for public utility-related projects.
- Advises the City Council regarding the activities of joint powers agencies, if the City Council appoints a representative of the commission to sit as a participant on the board, commission, or committee of a joint powers agency of which the city is a member.
- Quarterly reviews the departments' progress reports given to the commission to determine the progress of each utility.
- Monitors new emerging technology and services, and when appropriate, makes recommendations to the City Council.
- Provides a forum for public involvement for the items listed above.

Meetings

The Public Utilities Commission meets the fourth Tuesday of each month at 6 p.m. in the council chambers, 311 Vernon Street.

Senior Commission

Seven (7) members appointed by the City Council

Responsibilities

- Advises the City Council and/or involved city departments/committees on all matters affecting seniors in Roseville and makes recommendations on any senior program proposal to be considered by the City Council.
- Reviews the needs of seniors in Roseville and develops a set of comprehensive goals and objectives for effectively meeting those needs.
- Monitors the various programs and services made available to seniors by both public and private agencies in Roseville to advocate efficient delivery of those services.
- Communicates with Area 4 on Aging, Seniors First and other local, county, state or federal agencies and commissions serving seniors, and assists, if requested, in the preparation, implementation and review of any plan or program designed to serve seniors.

Meetings

The Senior Commission meets quarterly in February, May, August, and November on the second Wednesday of those months at 2:00 p.m. in the council chambers, 311 Vernon Street.

Transportation Commission

Seven (7) members appointed by the City Council; additionally, the City Council may appoint a voting youth commissioner

Responsibilities

- Reviews and makes recommendations to the City Council on the general plan circulation element; the bicycle master plan, pedestrian master plan, short and long range transit plan, the capital improvement project plan; specific plan circulation plans; regional transportation plans, the public transit system; bikeway, pedestrian, transit, and roadway capital improvement projects and transportation systems management.
- Reviews and approves transportation systems management plans.
- Provides representation of the city at various conferences and before other agencies, as needed,
- Provides a forum for public involvement for the items listed above.

Meetings

The Transportation Commission meets the third Tuesday of each month at 6 p.m. in the council chambers, 311 Vernon Street.

Supplemental meeting procedures

The meeting procedures of the Board of Appeals, Personnel Board, Youth Sports Coalition, and City Council are substantially unique and are therefore supplemented herein separately. In the event of a conflict between the Uniform Meeting Procedures and these Supplemental Meeting Procedures, the provisions of the Supplemental Meeting Procedures shall govern.

Board of Appeals

Ten to fifteen (10-15) members appointed by the City Council

Responsibilities

- Serves as an advisory body to the City Council with respect to construction, building, code enforcement, or similar matters.
- Reviews matters as provided under the Uniform Building and Housing codes.
- Serves as a pool of hearing examiners for the purpose of formation of each ad hoc hearing examiner panel as provided herein.

Semi-annual meetings

The Board of Appeals meets the second Tuesday of January and July, or as soon thereafter on a date and time as practicable, at 4:00 p.m. in the civic center, 311 Vernon Street.

Hearing panels

Three (3) members selected by the City Attorney or his or her designee from a pool consisting of the Board of Appeals members.

Responsibilities

- Assembles at the request of the City Attorney and may hear violations of, and consider administrative penalties for, violations of the Roseville Municipal Code or conditions of approval associated with discretionary permits.

Hearing panel

The City Attorney's office shall fix a reasonable time and date for the convening of the hearing panel to hear and adjudicate claims before it.

Selection of chair

The chair shall be randomly selected by the City Attorney prior to the start of the hearing and shall be announced at the start of the hearing.

Order of business

The order of business at all hearings shall be as follows:

- Call to Order
- Identification of Chair
- Pledge of Allegiance
- Public Comment
- Swear in
- Matters to be Heard
    - Staff report, complainant's statement
    - Appellant's Response
    - Rebuttals and Panel Questions
    - Panel Discussion
    - Panel Decision
- Adjournment

Conduct of business

Agenda of matters to be heard
An agenda of matters to be heard shall be prepared by the staff liaison and shall be made available a minimum of seventy-two (72) hours before the commencement of the hearing.

Presentation material
If an individual plans to use audio/visual materials, he or she must submit all audio/visual materials to the staff liaison no later than forty-eight (48) hours prior to the hearing.

Announcement of chair
The designation of the chair will be announced.

Call to order
The chair of the hearing panel shall call the meeting to order.

Swear in
All persons presenting evidence and/or testimony shall be sworn in.

Matters to be heard
The chair shall announce the matter to be heard and the panel may consider any competent and reasonable evidence. The standard of proof shall be based on the preponderance of the evidence. The panel may hear all evidence in its discretion. Formal rules of evidence shall not apply.

Staff report
The enforcement officer shall present a staff report. If applicable, the complainant may testify and present evidence. A copy of any staff report shall be provided to the responsible party/appellant at least five (5) days prior to the hearing. Additionally, a copy of the staff report shall be provided to the panel members at least five (5) days prior to the hearing.

Response, public testimony
The responsible party/appellant or the representative of the responsible party/appellant may respond to the staff report and/or the complainant. The response may include the presentation of testimony or evidence. Any materials provided by the responsible party/appellant to the City Attorney's office prior to the hearing shall also be provided to the panel members at least five (5) days before the hearing. Each side shall have five (5) minutes to make their initial presentation. If a translator is used, the person using the translator shall be provided at least ten (10) minutes for their initial presentation, which may be extended at the discretion of the chair.

Rebuttals and questions
The enforcement officer, the complainant, or the responsible party/appellant may offer rebuttal testimony. Each side shall have two (2) minutes for rebuttal. If a translator is used, the person using the translator shall be provided at least four (4) minutes for rebuttal, which may be extended at the discretion of the chair.

Rebuttal testimony is only to address relevant issues raised by the other party.

Panel discussion
Panel members may ask questions of city staff and of anyone who testified.

Decision
The chair shall close the matter and the panel may then consider the evidence. The hearing panel shall state its determination to the parties, based upon any required findings of fact.

If applicable, the chair will inform the responsible party/appellant of his/her appeal rights.

The panel shall proceed to the next matter to be heard until all such matters have been heard.

Appearances

Responsible party/appellant failure to appear
If the responsible party/appellant fails to appear for the hearing within 15 minutes after the hearing commences, the responsible party's/appellant's appeal will be automatically denied.

Complainant failure to appear
If the complainant fails to appear for the hearing within 15 minutes after the hearing commences, the responsible party's/appellant's appeal will be automatically granted.

Neither party appears
If both the responsible party/appellant and the complainant fail to appear for the hearing within 15 minutes after the hearing commences, the chair shall postpone the hearing pending rescheduling by the City Attorney. If both the responsible party/appellant and the complainant fail to appear for the rescheduled hearing within 15 minutes after the hearing commences, the responsible party's/appellant's appeal will be automatically granted.

Official record
Minutes of the hearing, set off in paragraphs clearly stating the actions, findings and determinations of the panel, shall be kept by the City Attorney or the City Attorney designee. Additionally, the record may include a recording of the actual hearing (either audio, video, or stenographical) as technology permits.

Personnel Board

Five (5) members appointed by the City Council

Responsibilities
- Provides advice to the City Council on all matters relating to personnel administration in the city service.
- Investigates and takes action on complaints of an employee or group of employees alleging unfair treatment resulting from a management decision or lack of decision.
- Interprets the city's rules and regulations governing personnel practices or working conditions.
- Investigates and decides the claim of any person that their application for employment or promotion has not been processed and considered pursuant to the charter and the personnel rules.
- Hears and decides disciplinary, administrative and employment appeals from employees.
- Reviews and takes action on recommended changes to the personnel rules and regulations.

Meetings

The Personnel Board meets the second Monday of each month at 1:30 p.m. in the civic center, 311 Vernon Street.

Disciplinary hearings

Legal advisor

An objective legal advisor to the board shall be provided in disciplinary hearings.

Pre-hearing procedures

Not later than seventy-two (72) hours prior to the hearing, the parties shall provide to each other and the board a list of witnesses to be called, and all exhibits to be presented, at the hearing.

Hearing procedures

A. The parties shall be notified of the time and place of the hearing.
    1. All hearings shall be conducted in closed session unless the employee requests a public hearing.
    2. The employee shall be entitled to appear personally, produce evidence, and be represented by counsel
    3. The complainant may also be represented by counsel.
    4. The board shall be guided, but shall not be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made or approved by the board.
    5. The parties may present witnesses and cross-examine witnesses

B. The presiding officer shall rule on the admissibility of evidence and objections to the examination of witnesses during the hearing. The board may use the services of its counsel which may include assistance with ruling upon procedural questions, objections to evidence, and issues of law.

C. The appellant/employee shall personally attend the hearing. Unexcused failure of an appellant to appear at a hearing shall be deemed a withdrawal of the appeal.

The order of business at disciplinary hearings shall be as follows:

- Call to Order
- Roll Call
- Preliminary Statement (advisor to the Personnel Board)
- Documents / stipulations
- Witnesses Sworn
- Opening Statements
- Proof of the Charges
- Proof of the Defense
- Rebuttal (if any)
- Summation
- Board Deliberations
- Board action / open session
- Adjournment

Hearing decision
The board shall affirm, modify, or revoke the recommended personnel action. The board shall announce its decision in open session and thereafter issue a written decision within thirty (30) calendar days of adjournment of the hearing. The written decision shall contain findings of fact and the personnel action approved, if any. The findings may reiterate the language of the pleadings or simply refer to them. The decision of the board shall be certified to the director or designee who recommended the personnel action, and he/she shall enforce the decision. A copy of the decision shall be delivered to the appellant or his/her designated representative personally or by registered mail. The decision of the board shall be final.

Conduct of business

Closed sessions
Whether a disciplinary hearing is open or closed to the public as permitted by the Brown Act, during the board deliberation concerning its decision, only the board members and the board's legal advisor shall be present.

At least one week before the date set for the disciplinary hearing, an employee appealing a disciplinary action must notify the human resources director whether the appeal hearing shall be an open or closed session.

Witnesses excluded
Whenever the board is conducting a disciplinary hearing, either the employee, the city, or the board may request that all witnesses be excluded and the chair shall order the exclusion. Notwithstanding the preceding sentence, neither the disciplined employee nor the city's designated representative shall be excluded, even though one or both may be witnesses in the hearing.

Appeals
Overturning the decision of the human resources director requires an affirmative vote of a majority of the board members present and qualified to act. If there is no majority vote to grant the appeal, the appeal is denied.

Official record
The minutes of the board for closed sessions shall be filed separately and secured for privacy purposes.

Recording of meetings
A professional transcriber/recorder will record closed disciplinary hearings.

Youth Sports Coalition

Definitions
Allocation policy - City of Roseville Parks and Recreation Department Youth Athletic Field/ Facility Use and Allocation Policy which includes specifics on youth sports member criteria, fees and member benefits.

Representative – Any board member of a youth sports member organization that qualifies for membership under the Allocation Policy. Each youth sports member organization may have one (1) representative attend and participate in meetings.

Coalition – Roseville Youth Sports Coalition, an ad hoc advisory committee comprised of representatives from youth sports member organizations and the commission.

Coalition member – Appointed commission representatives or youth sports member organization representatives.

Commission – City of Roseville Parks and Recreation Commission.

Council – City of Roseville City Council.

Department – City of Roseville Parks, Recreation & Libraries Department.

Director – Director of the Parks, Recreation & Libraries Department, or his or her designee.

Rules

The coalition shall function as an advisory committee to the commission. The coalition is created with the intent of establishing an open forum for communication and cooperation between the coalition, commission, the department, and the public. The coalition has no authority, either expressed or implied, to commit city resources or funds, allocate the use of any athletic fields, facilities, concession stands, or other city property to any organization or individual or to make improvements to city-owned parks, fields and/or facilities.

Responsibilities

- Recommends ways to create ongoing partnerships with the department, participating school districts, and nonprofit groups to maximize use of recreation facilities;
- Recommends improvements to existing facilities;
- Assists the department in planning future sports facilities;
- Advances the interests of the Roseville community in youth sports;
- Encourages participation in the youth sports offered by coalition members and the public in general, and to promote youth sports in the community;
- Applies for grant opportunities or otherwise conduct fundraising activities for specific projects.

Per participant fees will be collected on an annual basis from each sport league. Fees will be used for league CIP projects and field maintenance costs. The distribution of fees collected and disbursement is listed in the Field Allocation and Rental Use document.

Notwithstanding the foregoing and as previously stated, the coalition has no authority, either expressed or implied, to commit city resources or funds from whatever source, and no authority, either express of implied, to allocate the use of any athletic fields, facilities, concession stands or other city property to any organization or individual, or to make improvements to city-owned parks, fields and/or facilities.

The activities of the coalition shall not consist of carrying on propaganda or otherwise attempting to influence legislation, and the coalition as a collective body shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

The coalition is nonprofit, nonpartisan, and nonsectarian.

Membership

Commission appointments

The commission shall appoint three (3) commission members to serve on the coalition. The commission shall appoint one (1) of these three members to serve as the coalition chairperson and one (1) of these three members to serve as the vice chairperson.

Youth sports organization eligibility

The Allocation Policy outlines the specific eligibility requirements for youth sports member organizations. Youth sports organizations qualifying for membership under the Allocation Policy will be invited by the Department to join the Coalition.

In addition to satisfaction of the eligibility requirements set forth in the Allocation Policy, the youth sports member organizations must comply with the following additional requirements:

- The organization is an existing, functioning entity with its own governing body (Board of Directors or Trustees) and rules and regulations (Bylaws).
- The organization is recognized by and affiliated with a national, state or regional government body (i.e., Little League Baseball, Amateur Softball Association, and American Youth Soccer Association).
- The organization is recognized by the City of Roseville.
- The organization's primary function is to provide an opportunity for sports involvement for youth in the Roseville area.
- Organizations must provide recreation programs which complement existing programs of the Department.
- Pursuant to California state law, youth member organizations groups may not discriminate against any person on the basis of sex or gender or other protected basis in the operation, conduct, or administration of community youth programs.
- The organization is a registered nonprofit organization. A "nonprofit organization" as used in this section shall refer to an organization which is not conducted or operated for profit and no part of any funds flowing to the organization shall serve to benefit any member or individual. Each organization shall provide proof of its tax-exempt status. Acceptable proof of nonprofit status will include:
- An Exemption Determination Letter from the California Secretary of State must be provided. All supporting documents must be submitted with Letter of Determination.
- A Determination Letter from the Internal Revenue Service (IRS) of recognition of their Section 501(c)(3) exempt status. (An organization that submits an application to the IRS and has it approved, must make a copy of the application and supporting documents, as well as any letter issued by the IRS, available for public inspection.)
- File with the Department at least fourteen (14) days prior to the start of each season:
    - A report on the function of organization.
    - A list of the governing body naming the office held, term of office, address, phone number and email address of each.
    - A master schedule of all games to be played to include dates, times, fields and teams participating and board of directors and general membership meeting dates, times and locations if requested.
    - A single roster per team with the individual participant name, age, home address (including zip code) and phone number, team name, age bracket of the team, and the coach's name, address and phone number.
    - Proof of the policies of insurance and limits of coverage required by the Allocation Policy, including, but not limited to all required certificates of insurance, endorsements and/or renewals.

In the event additional insurance is required based on the nature of the activity, the submission must include evidence of such additional, required insurance coverage. Failure to comply with all requirements relating to insurance will terminate Coalition status in addition to other remedies set forth in the Allocation Policy.

The Coalition reserves the right to review submitted paperwork.

Organizations failing to comply with the policies may be required to forfeit the use of athletic fields/facilities until they are in compliance, in addition to other penalties outlined in the Allocation Policy.

Youth sports organization representatives

All board members of each youth sports member organizations are eligible to serve on the Coalition as a Representative. However, only one Representative can attend and participate in a meeting at a time.

Each youth sports member organization shall provide the following information to the Department t: each board member's name, e-mail address and phone number. Organizations must keep this information current at all times.

Term of office

Representatives may serve on the Coalition as long as they remain members on their youth sports member organization's board.

Fees

Participating youth sports organizations must pay the per-participant per-season fees as set forth in the Allocation Policy, as amended from time to time, to maintain eligibility for Coalition membership.

Member resignation/termination and disciplinary actions

Any representative or youth sports member organization resigning their/its position from the Coalition shall do so in writing to the Department. An appointed Commission member may resign his/her position from the Coalition in writing to the Department and the Commission. The resignation of a youth sports member organization shall not become effective until accepted by a majority vote of the Coalition.

Any youth sports member organization shall forfeit membership by non-payment of fees after sixty (60) days from the date due, unless otherwise extended for good cause. Membership will only resume upon the payment in full of outstanding fees.

Any representative or youth sports member organization may be removed by the coalition, at a regularly scheduled meeting thereof, for conduct unbecoming a member or prejudicial to the aims or repute of the coalition, after receipt of written notice. Any appeal of a decision of the coalition will be heard by the Appeal Committee. The Appeal Committee shall consist of the coalition chair, one city staff member designated by the department, and one additional coalition representative at large designated by the coalition membership. The decision of the appeal committee shall be final.

A youth sports member organization may change its representatives at its discretion as long as such representatives are members of the organization's board. A written notice identifying the new representatives must be submitted to the department at least five (5) days prior to a coalition meeting.

In the event of the resignation or termination of a coalition member, the coalition or the department shall request that the appointing youth sports organization or commission fill such vacancy.

Meetings

The coalition shall meet at least quarterly (once during each quarter of the calendar year). The time and place shall be fixed by the director and shall be held within the City of Roseville city limits.

Agenda items
Agenda items for the coalition appear as the result of a written request submitted to the department at least seven (7) working days prior to the scheduled meeting and must be approved by the department or coalition chair.

Video tape recordings
A video tape recording shall not be made of coalition meetings unless requested in advance by the coalition chair.

Voting
Each coalition member shall have one (1) vote. Voting by proxy will not be permitted.
A member vote is cast by the representative attending the meeting. In the case of appointed commission members, the individual member must be present to cast a vote.

Attendance policy
A youth sports member organization must be represented by its representative at all regularly scheduled meetings. A youth sports member organization will be declared delinquent if that organization fails to be represented or excused from three (3) consecutive meetings of the coalition. If declared delinquent, a member organization may lose all member privileges. After two (2) consecutive meetings with no representation, the member organization shall be notified by mail at the organization's address of record and asked to appoint a new representative and alternate. Any member organization unrepresented at three (3) consecutive meetings (unless excused by majority vote), shall be automatically removed. Membership will resume when new representatives are identified.

Amendments
Amendments to the meeting procedures shall be adopted by the City Council and shall become effective immediately unless designated as effective at a later date. Amendments may occur only at a public meeting. The coalition may propose amendments to these meeting procedures by simple majority vote of the membership. Any such proposed amendment shall then be sent to the commission for consideration and recommendation to the City Council.

Dissolution
The City Council may dissolve the coalition at a public meeting should the City Council determine the coalition no longer meets the needs of the city. In the event of dissolution, the coalition will continue to meet for up to six (6) months following council's decision to dissolve the coalition in order to finalize a plan for disposition of any remaining funds. The coalition's plan for disposition of any remaining funds shall require City Council approval.

City Council

Elective officers
The electors of the City shall elect a council of five (5) members each of whom shall be elected by district by the voters in that district for a four (4) year term of office. Commencing with the General Municipal Election in November of 2020 and every four (4) years thereafter, the voters in the odd-numbered electoral districts shall elect a councilmember. Commencing with the General Municipal Election in November of 2022 and every four (4) years thereafter, the voters in the even-numbered electoral districts shall elect a councilmember. The council shall constitute the legislative and governing body of the City and shall have authority, except as otherwise provided in this charter, to exercise all powers of the City, and to adopt such ordinances and resolutions as may be proper in the exercise thereof. No councilmember shall serve more than two (2) consecutive four (4) year terms, commencing as of a date subsequent to April 9, 1974. A partial term of less than two (2) years served due to appointment or election

to a vacant council seat does not count as a term for purposes of this section. However, a combination of an appointment to a vacant council seat followed by a subsequent election to fill the remainder of the unexpired term of that same vacant seat shall count as a term for purposes of this section.

Eligibility for office

Only United States citizens may be elected or appointed officers of the City. Furthermore, in order to be eligible for City office, any councilmember elected or appointed to represent an electoral district must reside in that district and be a registered voter in that district, and any candidate for city council must reside in, and be a registered voter in, the district in which the candidate seeks election at the time nomination papers are issued.

Assumption of office by, meeting of council, and seating of mayor and vice mayor

The council shall be sworn in and assume office, subject to the qualifying provisions of this charter, upon receipt of a certified statement of the results of the election pursuant to California Elections Code 15372, as it may be hereafter amended. The council shall hold its first meeting at that time. The vice mayor shall be seated by rotation in sequential order of the five (5) districts. Upon termination of a councilmembers' term of office as vice mayor, the vice mayor shall be seated as mayor. The mayor and vice mayor shall each serve a two (2) year term.

Powers and duties of mayor

The mayor shall be the official head of the city government for purposes of ceremony. The mayor shall serve as the presiding officer at meetings of the City Council and shall decide all questions of order without debate, subject to advice from the City Attorney or the City Attorney designee. The mayor may not make any motion, but may second a motion. The mayor shall have all other rights and privileges of a councilmember.

Vice mayor

In the temporary absence or disability of the mayor, the vice mayor shall exercise the duties and prerogatives of the mayor. The mayor shall, whenever possible, notify the City Clerk of the mayor's intended absence from the city. In the event both the mayor and vice mayor are unable to perform their duties, the City Council may appoint one of its members to act only as chair of a meeting.

Compensation

Each member of the City Council shall receive a salary that shall be six hundred dollars ($600) per month for each councilmember and the mayor shall receive an additional fifty dollars ($50) per month. Councilmembers may, upon order of the City Council, be reimbursed for reasonable and necessary expenses actually incurred in the service of the city. Confirmation of reimbursement should be received before expenditures are made.

Auxiliary Positions

Councilmembers are expected to attend many meetings outside of the city and may or may not be compensated for their attendance. Every two years the mayor is responsible for bringing recommendations forward for the distribution of these councilmember responsibilities to serve on regional and local agencies, boards, commissions, committees, and joint power authorities. If unable to attend, councilmembers must ensure their alternates can attend to ensure a quorum of members is present.

Councilmember vacancies

A. An office becomes vacant on the happening of any of the following events before the expiration of the councilmember's term:

1. Upon any of the grounds listed in Section 1770 of the California Government Code as it now exists or may hereafter be amended.
2. Upon termination of residency in an electoral district by a councilmember elected or appointed to that district unless a substitute residence within the district is immediately declared and established within thirty (30) days after the termination of residency.

B. When a vacancy is, for any reason, anticipated in advance of its actual occurrence, the council shall initiate the appointment or election process in anticipation of the vacancy. The councilmember who will be vacating the seat may not participate in the process.

C. Any vacancy on the council may be filled by a majority vote of the remaining councilmembers within sixty (60) calendar days after the vacancy occurs. A person appointed by the council to fill a vacancy shall hold office until the next feasible election. A councilmember elected to fill a vacancy thereafter shall hold office for the remainder of the unexpired term. No person may be appointed to the council more than once.

D. If the council fails, for any reason, to fill such vacancy within the sixty (60) day period set forth in subsection c, it shall forthwith call an election for the earliest possible date to fill such vacancy. A councilmember elected to fill a vacancy shall hold office for the remainder of the unexpired term.

E. A partial term of less than two years served either due to an appointment or an election to a vacant Council seat, does not count as a term. Further, a combination of an appointment to a vacant Council seat, followed by a subsequent election to fill the remainder of the unexpired term of the same vacant seat, does count as a term.

F. In the event of a vacancy in the office of mayor, the vice mayor shall be seated as mayor and shall hold office for the remainder of the unexpired term being assumed. In the event of a vacancy in the office of vice mayor, a vice mayor shall be seated from the electoral district next in rotation and shall hold office for the remainder of the unexpired term being assumed. The filing of vacancies pursuant to this subsection, however, shall not disrupt the normal mayoral and vice mayoral rotation and shall not result in reducing a mayor's or vice mayor's scheduled term.

Regular meetings

The council shall hold regular meetings on the first and third Wednesday of each month; provided that, if a regular meeting date falls on a legal holiday, the meeting shall be held at the same hour, same day the following week or may be canceled. An agenda will provide the time and place of the meetings.

Special meetings

Special meetings may be called by the City clerk, City manager, City attorney, or by written request of the mayor or any three (3) councilmembers by providing each councilmember with at least seventy-two (72) hours' written notice, except that for time sensitive business, only twenty-four (24) hours' written notice is required. Written notice shall be served personally, electronically, or left at each councilmembers' usual place of residence, and shall be publicly posted in accordance with the timeframes set forth in this section. Business transacted at any special meeting shall be limited to the subjects recited in the notice of such meeting.

Meeting place

All regular meetings shall be held in the council chambers, 311 Vernon Street, unless, by consensus, the City Council decides to meet elsewhere, in which case, notice of such alternate meeting place shall be posted by the City Clerk in a public place in advance of the proposed meeting in accordance with the Ralph M. Brown Act.

Meetings to be public

Except for closed sessions permitted by general state law, all City Council meetings shall be open to the public and members of the public shall have a reasonable opportunity to be heard.

Quorum

Three (3) councilmembers shall be a quorum for the transaction of business at City Council meetings except as otherwise provided by the charter. In the absence of a quorum, a lesser number of councilmembers or the City Clerk may adjourn the meeting to a later date.

Attendance and conduct at meetings

The City Council may, by vote of not less than two (2) of its members, enforce orderly conduct and compel the attendance of its members and other city officers at its meetings. Any member of the City Council or other officer of the city who refuses to attend such meetings or conducts themselves in a disorderly manner shall be deemed guilty of misconduct in office. Upon request of the City Council, the City Manager shall designate a police official or officer to serve as the sergeant-at-arms of the City Council.

Council rules

The council shall determine its own rules and order of business subject to the following provisions. There shall be a journal of proceeding or minutes of all council meetings approved by the council and to which the public shall have access at all reasonable times. Within seven (7) days after any regular or special council meeting, the actions taken by the council at the meeting shall be available on the City's website, and within thirty (30) days after any regular or special council meeting, action minutes of the meeting shall be prepared by the council for its approval.

A vote upon all ordinances and resolutions shall be taken individually by an affirmative or negative vote and entered upon the journal, except that where the vote is unanimous it shall be necessary only to so state.

Order of business

The order of business at all regular meetings of the City Council shall be as follows:

- Closed Session Call to Order
- Closed Session Silent Roll Call
- Closed Session Public Comments
- Closed Session
- Closed Session Report Out
- Closed Session Adjournment
- Call to Order
- Roll Call
- Pledge of Allegiance
- Meeting Procedures
- Presentations
- Public Comments
- Consent Calendar

    - Minutes
    - Bids/Purchases/Services
    - Resolutions
    - Ordinances (for introduction and first reading)
    - Ordinances (for introduction and adoption – appropriation/urgency measures)
    - Ordinances (for second reading and adoption)
    - Reports/Requests
    - Ceremonial Documents
- Resolutions
- Ordinances
- Special Requests/Reports/Presentations
- Public Hearings
- Appointments
- Council/Staff/Reports/Comments
- Adjournment

CITY OF ROSEVILLE
CALIFORNIA

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City Clerk
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Board/Commission/Committee Liaisons

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Economic Development Advisory Committee
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Grants Advisory Commission
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Library Board
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Local Sales Tax Citizens Oversight Committee
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Parks & Recreation Commission
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Personnel Board
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City of Roseville
City Council/ Boards & Commissions Administrative Standards

CITY OF ROSEVILLE CALIFORNIA

July 16, 2020

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Purpose

This handbook shall serve as the administrative standards for all City of Roseville boards, commissions, and City Council members so that expectations and practices are clearly articulated to guide members in their actions and to provide a uniform frame for conduct. Informational appendices are included.

City overview

Form of government

The City of Roseville charter, adopted in 1954, establishes a council-manager form of municipal government. (Appendix I)

City Council

The five (5) member City Council, which is comprised of four (4) members and the mayor, enacts legislation, adopts budgets, and determines policy.

City Manager and department heads

The City Manager is appointed by the City Council. The City Manager is responsible for the day-to-day management of the city and supervises the organization through department heads. Department heads are appointed by and report directly to the City Manager.

City Attorney

The City Attorney provides legal advice and support to the City Council and boards and commissions on the legal propriety of proposed actions, prepares and/or reviews all ordinances, resolutions, contracts, and other documents, represents the city in civil litigation and acts as liaison to outside special counsel.

City Clerk

The City Clerk conducts elections to elect City Council members and recruits board and commission members, establishes and tracks compliance of mandatory training, maintains ~~all~~ city records and securities, prepares agendas and minutes for the City Council, and provides City Council action follow-up.

Staff

City staff, under the direction of the City Manager, is responsible for carrying out the policies and actions of the City Council and implementing the programs and services set out in the budget and identified in the City Council's annual goals.

Boards and Commissions

Boards ~~and~~ commissions are established to provide a method for citizen input and are ancillary to the City Council. All board ~~and~~ commission members shall serve without compensation. The City of Roseville has 14 boards and commissions: Board of Appeals, Charter Review ~~Commission~~*, Design Committee, Economic Development Advisory Committee, Grants Advisory Commission, Law & Regulation Committee, Library Board, Parks & Recreation Commission, Personnel Board, the Placer Mosquito Abatement & Vector Control District**, Planning Commission, Public Utilities Commission, Senior Commission, Transportation Commission, and Youth Sports Coalition.

**Charter Review ~~Commission~~ is a temporary commission that each decade reviews the entire city charter.*

***Placer Mosquito Abatement & Control District is comprised of five Placer County regional trustees. The City Council appoints one individual to serve as one of the five regional trustees.*

Membership

Eligibility

All members of boards and commissions shall be residents of the City at the time of their appointment and continuously during their term of office.

Individuals can only ~~be appointed to~~ serve on a single City of Roseville board or commission at a time. Notwithstanding the foregoing, individuals may serve concurrently on a single City of Roseville board or commission and a single City of Roseville committee.

Relatives (spouses, siblings, parents, domestic partners, co-habitants, and children) cannot serve on the same board or commission at the same time.

Incompatibility of office

An individual cannot hold two conflicting public offices. Be aware that acceptance of one governmental board appointment may result in the automatic forfeiture of another public seat.

Structure of terms of office

Members of the boards and commissions serve staggered terms of four years.* No member shall serve more than two consecutive terms ~~per board or commission.~~ In the event a person is appointed to fill an unexpired term the appointment to fill said unexpired term will be considered a partial term and will not be counted as one of the two full consecutive terms.

**Members of the Economic Development Advisory Committee serve two-year terms. There are no limitations on the number of consecutive terms a member of the Economic Development Advisory Committee may serve.*

If at the expiration of an eligible member's term the City Council has not yet appointed a replacement, the member may continue to serve on a month-to-month basis until a replacement is appointed.

Youth members

The City Council may appoint a high school student that is a resident of Roseville as a ~~voting or non-voting member of the Grants Advisory Commission, Library Board, Parks & Recreation Commission, and the Transportation Commission.~~ Such member shall serve only during his or her enrollment in high school and for a one-year term. Such member may be re-appointed for a second term. Youth members must be enrolled in high school during the entirety of their term. Youth members may not serve as chair or vice chair ~~of the board or commission.~~

Procedure policy

Procedure

If a vacancy on any board or commission occurs because current term ended, resignation, death, moving from the city, removal from incumbent's office, ineligibility for re-appointment, etc. the following procedure will be used:

- The City Clerk will advertise the vacancy in the city's legal newspaper and on the city's website, and will notify the Roseville Chamber of Commerce, and the Roseville Coalition of Neighborhood Associations of the vacancy;
- The City Clerk will establish a deadline for receiving applications;
- Applications received after the deadline will not be accepted;
- If fewer applications are received than twice the number of openings, the City Clerk may establish a new application deadline and the vacancy re-advertised as described in the first bullet point;
- The City Clerk will conduct video interviews of all applicants;
- Applications and video interviews will be provided to the City Council;
- If a new vacancy occurs after an application deadline and before an appointment is made, a new application process will not be re-advertised;
- City Council will cast their vote at a pre-designated meeting date via ballots;
- Ballots and applications of successful applicants are made part of the record and kept on file and made available for public review upon request

Position requirements

Oath of office

Before attending a board or commission meeting, every new member shall take the oath of office stating that he/she will faithfully discharge the duties of the board or commission to which appointed.

New member training

New board and commission members shall receive general and commission-specific training from the City Clerk Department and from the staff liaison before beginning their term.

Conflict of Interest Code

Under the Political Reform Act of 1974, all public agencies are required to adopt a Conflict of Interest Code. The code designates positions required to file Statement of Economic Interests, and assigns disclosure categories specifying the types of interests to be reported. The City of Roseville designates members of the Economic Development Advisory Committee, Grants Advisory Commission, Planning Commission, Public Utilities Commission, and Transportation Commission as required filers of an Assuming, Annual, and Leaving Form 700 Statement of Economic Interests. State law requires a fine be assessed for those who fail to file required Fair Political Practices Commission documents. If a board or commission member fails to file an Assuming Office Form 700 Statement of Economic Interests for more than thirty (30) days after the final filing date, the member will be disqualified from any participation in the meetings or other activities of the board or commission until the member both files the required Statement of Economic Interests and pays any fines associated with

the failure to file. If the member fails to file and/or pay the associated fine for more than sixty (60) days after the final filing date, the member shall be removed from the board or commission by City Council action.

Unclassified service

As provided by the charter, members of boards and commissions are considered unclassified employees and are therefore required to comply with City of Roseville Administrative Regulation 2.03 – HARASSMENT, DISCRIMINATION, AND RETALIATION PREVENTION POLICY (Appendix II); and Roseville Administration Regulation 2.14 – ACCEPTANCE OF GIFTS AND GRATUITIES BY CITY EMPLOYEES. (Appendix III)

Ethics training

Assembly Bill 1234 imposes ethics training and compensation and reimbursement requirements on cities, counties, and special districts. For officials and board and commission members serving on or for a local agency, AB 1234 requires two (2) hours of ethics training within one year of appointment.* Thereafter, two (2) hours of ethics training every two years. Notification of this online training will be provided by the City Clerk Department. Failure to complete the online training shall result in removal from the board or commission.

**Youth Sports Coalition members are exempt from this requirement since appointments to the coalition are made by the youth sports member organizations and not the City Council.*

Sexual harassment training

Assembly Bill 1661 imposes sexual harassment prevention training requirements on cities, counties, and special districts for officials serving on or for a local agency. Notification of this online training will be provided by the City Clerk Department. Failure to complete the online training shall result in removal from the board or commission. In addition, the Department of Fair Employment and Housing requires all California employers to provide employees and volunteers the Department's sexual harassment pamphlet. (Appendix IV)

Social media

Statements and opinions using social media including, but not limited to Twitter, Facebook, Nextdoor, or professional networks like Linkedln, must remain personal and cannot be intended as representing the city's nor the board or commission's official position.

Dress code

Board and commission members are expected to portray a positive and professional image and are expected to wear clean and appropriate business attire:

Men: Shirt and tie or sweater and tie, slacks, collared shirts (sport coat or suit optional)

Women: Dress, suit ensemble (skirt or pant), skirt and blouse, dress slacks

Logo and materials

To reflect the official nature of the board or commission and to preserve consistency of the city brand, only the official city logo that contains the words "City of Roseville", shall be used on board and commission materials.

Attendance policy

It is the expectation that board and commission members attend all meetings. If a ~~board or commission~~ member is absent without excuse a total of 25% or more meetings in a rolling 12-month period, or more than one meeting in a rolling 12-month period if the board or commission meets quarterly, he or she shall forfeit the office. The secretary of each board or commission shall transmit ~~the absences~~ to the City Clerk. Excused absences from meetings may be for any of the following reasons:

- Illness of the member or the member's family member;
- Family emergency related to illness or injury;
- Business commitment, notice of which was provided to the chair and secretary in advance;
- Previously scheduled vacation, notice of which was provided to the chair and secretary in advance;
- Attendance at a funeral, religious service or ceremony, wedding, or other similarly significant event, notice of which was provided to the chair and secretary in advance.

Removal from office

Except when otherwise provided by law or the City of Roseville charter, ~~the~~ members of ~~the~~ boards and commissions of the city serve at the pleasure of the City Council, and may be removed by the City Council at any time with or without cause. A member's removal shall be by majority vote of the City Council.

Resignation

A member of a board or commission who wishes to resign prior to completing the member's term shall send a resignation letter to the City Clerk who shall notify the City Council and begin the recruitment process.

Safety information

- The dais is bullet resistant, the staff table is not;
- There are two panic buttons: One at the center of the dais and one in the media control room. The side-by-side buttons on the individual component should be pressed simultaneously ~~and~~ the signal ~~is then~~ sent to Roseville dispatch;
- An automated external defibrillator (AED) and a cardio pulmonary resuscitation (CPR) mask are mounted on the wall next to the media control room;
- In case of an emergency, the chair should adjourn the meeting and advise everyone to exit through the double doors and gather across the street.

Roles and responsibilities

Liaison

~~An employee of the city designated by a department head or the City Manager serves as liaison to the boards and commissions.~~ The liaison is appointed from the department which most nearly encompasses the board or commission's activities. ~~The~~ liaison provide~~s~~ procedural direction and serve~~s to help resolve questions of~~ the board or commission.

Secretary

~~An employee of the city designated by a department head or City Manager serves as secretary to the boards and commissions.~~ The secretary is appointed from the department which most nearly encompasses the board or commission's activities. The secretary assists in the board or commission's functions.

While the liaison and secretary roles are to assist the board or commission, the liaison, secretary and other staff are not employees of the board or commission. At all times, staff is strictly reportable to the department head and City Manager.

Chair

The chair and vice chair shall be selected by the board or commission members at a January or July meeting, or as soon thereafter as is practicable. Any voting member of the board or commission, except a youth member, can serve as chair and shall be seated at the next meeting. The length of ~~a~~ term for the chair and vice chair shall be one (1) year. However, there are no limitations on the number of consecutive terms the chair or vice chair may serve.

The chair is the presiding officer of the meeting. In the absence of the chair, the vice chair shall be the presiding officer of the meeting. In the absence of the vice chair, a temporary chair shall be selected from among the other members present, with priority given to seniority, and shall be the presiding officer of the meeting. Upon the arrival of the chair or vice chair, the temporary chair shall relinquish the chair immediately upon the conclusion of the item of business before the members.

The chair shall preserve order at all official meetings of the board or commission and shall decide all questions of order without debate, subject to advice from the City Attorney or City Attorney designee. The chair ~~may~~ not make any motion, but may second a motion. The presiding officer shall have all other rights and privileges of a board or commission member.

Additional role of the chair

- Attend City Council meetings as needed to represent the board or commission;
- Call a meeting to order and propose adjournment;
- Call for discussion and vote on motions;
- Clarify or request clarification of motions made by members;
- Rule whether motions are out of order;
- Interpret and enforce any meeting management bylaws or rules of procedure;
- Call members to order if they disregard rules of procedure or decorum for the meeting;
- Ensure that meetings are conducted in an efficient and productive manner.

Board and commission members

When the board or commission is in session, the members must preserve order and decorum. No member shall, by conversation or otherwise, delay or interrupt the proceedings or the peace of the board or commission, disturb any member while speaking, or refuse to obey the orders of the board or commission or its presiding officer.

A board or commission member is expected to:

- Attend scheduled meetings;
- Prepare in advance of meetings and be familiar with issues on the agenda;
- Contact the staff liaison if there are questions;

- ~~Fully~~ participate in meetings and carry out assignments;
- Use community members to obtain feedback on topics under consideration;
- Be considerate of fellow members and staff;
- Not direct staff;
- Not speak for the board or commission unless authorized by the board or commission;
- Not speak for the city unless authorized to do so by action of the City Council.

Limitations

Limited reports and comments at the end of the agenda are permissible as long as no action is taken.

Other persons

Persons addressing the board or commission shall step up to the podium and may, though not required, give their name for the record. All remarks shall be addressed to the body as a whole and not to any member thereof. No person, other than a member of the board or commission, staff liaison, or the person having the floor, shall be permitted to enter into any discussion without the permission of the presiding officer.

Any person making personal, impertinent or slanderous remarks, or who shall become boisterous while addressing the board or commission, shall, by the presiding officer, be barred from further audience before the board or commission during that meeting, unless permission to continue is granted by consensus of the board or commission. (Appendix V)

Spokesperson for group of persons

Whenever any group of persons wishes to address the board or commission on the same subject matter, it shall ~~be proper for~~ the presiding officer to request that a spokesperson be chosen by the group to address the board or commission and, in case additional matters are to be presented at the time by any member of said group, to limit the number of persons addressing the board or commission, so as to avoid unnecessary repetitions. The presiding officer may set a time limit for each side of the issue.

Meeting procedures

These meeting procedures shall pertain to all City of Roseville boards, commissions, committees, and the City Council. To the extent these procedures do not address an issue of parliamentary procedure for legislative body meetings, "Rosenberg's Rules of Order: Simple Parliamentary Procedures for the 21st Century" shall apply. (Appendix VI)

Other guiding documents

- The City of Roseville charter, Roseville Municipal Code, and state statutes will govern board and commission activities.
- Parliamentary Procedure dictates the body of rules, ethics, and customs governing meetings and other operations of clubs, organizations, legislative bodies, and deliberative assemblies.
- The Ralph M. Brown Act is an act of the California State Legislature, authored by Assembly member Ralph M. Brown and passed in 1953, that guarantees the public's right to attend and participate in meetings of local legislative bodies. (Appendix VII)

Meetings

Regular meetings
If a regular meeting date falls on a legal holiday, the meeting shall be held at the same hour, same day the following week or may be canceled.

Special meetings
Special meetings may be called by staff, the chair, or a quorum of voting members of the board or commission. Notice of the special meeting must be provided to the board or commission members at least twenty-four (24) hours in advance.

Business transacted at any special meeting shall be limited to the subjects recited in the notice of the special meeting.

Adjourned meetings
Any regular or special meeting may be adjourned (continued) to a specified time and place.

Recess of a meeting
A recess of a meeting may be called at the discretion of the presiding officer.

Closed session
Prior to holding a closed session, the City Council or Personnel Board shall disclose, in an open meeting, the item or items to be discussed in the closed session as they are listed on the agenda and may only consider those matters. The City Council or Personnel Board shall publicly report any action taken in closed session and the vote or abstention of every member present thereon as required by state law. No other board or commission shall conduct a closed session without the prior written consent of the City Attorney.

Quorum
A quorum is more than half (1/2 + 1), of all voting members of the entire board or commission. A quorum is based on the number of voting members of the full board or commission. In the absence of a quorum, a lesser number of members or the board or commission secretary must adjourn the meeting after fifteen (15) minutes have passed. In addition, if a quorum is lost during the meeting due to a departure of a member(s), a lesser number of members or the board or commission secretary must adjourn the meeting.

Meetings of a majority of members
A meeting is a congregation of a majority of the members of a board or commission at the same time and place to hear, discuss, deliberate, or take action on an issue in the subject matter jurisdiction of the board or commission. Even if no action is taken, a gathering may constitute a meeting. This includes informal gatherings and electronic communications, with or without public attendance or city sponsorship.

The following situations would not be considered a meeting if a majority of the board or commission members attend as long as: (1) matters within the board or commission's jurisdiction are not discussed, unless they are part of the program; and (2) program or events are open to the public:

- Open and publicized local public meeting;
- Open, noticed meeting of another body;
- Social or ceremonial event;
- Open, noticed meeting of a standing committee (can attend but cannot participate);
- Individual contacts or conversations among less than a majority of the members and a member of the public.

Although the above examples are generally not considered meetings, the City Attorney should be consulted prior to a majority of the board or commission members attending a "non-meeting." It is often advisable to notice the meeting or limit the attendance to less than a majority of the members.

Agenda ~~items~~

The order of business at all regular meetings shall be as follows:

- Call to Order
- Roll Call
- Pledge of Allegiance
- Public Comments
- Consent Calendar
- Requests / Presentations (and public hearings)
- Board Member / Commissioner / Staff Reports
- Adjournment

Call to Order

The presiding officer of the board or commission shall take the chair precisely at the hour appointed for the meeting, and shall call the meeting to order.

Roll Call

The roll of the members shall be called by the board or commission secretary and the names of those present shall be entered into the minutes.

Public Comments

Public Comments is intended to allow the public to address the board or commission on matters not listed on the agenda. Individual comments shall be limited to three (3) minutes and shall not exceed a total of 25 minutes, unless such time is extended by the presiding officer. The presiding officer shall not permit the public to address items which are listed elsewhere on the agenda or which are not within the subject matter jurisdiction of the board or commission. The board or commission shall not engage in debate regarding, or take any action on, any matter brought under Public Comments except to refer the matter to staff or to determine that the matter should be included on a future agenda for debate and action.

Consent Calendar

The Consent Calendar consists of items that are routine or noncontroversial in nature. The entire calendar is intended to be acted on in one motion on a roll call vote. Any member of the board or commission, staff, or the public may remove an item from the Consent Calendar for further discussion. Items removed from the Consent Calendar for further discussion

shall be discussed separately following the approval of the remaining items on the Consent Calendar. If a member of the board or commission has a question or wishes to remove an item from the Consent Calendar they should call the staff liaison to the board or commission no later than noon the day of the meeting. The staff liaison will determine if the item can be handled after the Consent Calendar or if it needs to be held over to the next meeting. The staff liaison shall so inform the presiding officer.

Requests / Presentations

Requests/Presentation items include presentations by staff or others, which may prompt discussion and/or action by the board or commission.

Public Hearings

Public hearing items include opening the public hearing, presentation by staff, presentation by applicant or appellant, and testimony from the public.

The order of business at public hearings shall be as follows:

- Open public hearing by presiding officer
- Presentation by staff
- Presentation by applicant (unless applicant is appellant)
- Presentation by appellant
- Open public comment by presiding officer
- Public comment
- Close public comment by presiding officer
- Rebuttal by appellant
- Rebuttal by applicant (unless applicant is appellant)
- Close public hearing by presiding officer
- City Council/board/commission deliberation
- City Council/board/commission action

Board Member / Commissioner / Staff Reports

Board Member / Commissioner / Staff Reports is designed for members of the board or commission and staff to report on individual assignments or to request that an item be placed on a future agenda. The latter requires a consensus of the board or commission. Individuals are allocated five (5) minutes apiece, for comments.

Adjournment

A motion to adjourn shall not be debatable. It shall be in order at any time, and;

- Cannot interrupt a speaker who has the floor;
- Cannot be amended;
- Must be seconded;
- Cannot be reconsidered;
- Must have a majority vote;
- A motion to adjourn "to another time" is debatable only as to the time to which the meeting is adjourned.

Order of business
The order of business may be changed at any time by the presiding officer or by consensus of the board or commission.

Voting

All business requiring approval of the board or commission shall be taken individually by an affirmative or negative vote and entered into the record, except that where the vote is unanimous it shall be necessary only to state so.

Majority vote
A majority vote is more than half of the votes actually cast. In the event a motion on an item fails to obtain a majority vote, the presiding officer at his or her discretion shall require another motion, continue the item, or refer the item to the City Council without recommendation if the item is before a board or commission. The number of motions that may be made on an item shall be at the discretion of the presiding officer.

Tie vote
If there is a tie vote on a motion, then the motion shall fail. In the event a motion on an item results in a tie vote, the presiding officer at his or her discretion shall require another motion, continue the item, or refer the item to the City Council without recommendation if the item is before a board or commission. The number of motions that may be made on an item shall be at the discretion of the presiding officer.

Abstention
An abstention occurs where a board or commission member, although qualified to vote on a motion chooses not to register his or her vote. An abstention constitutes no vote whatsoever. A roll-call vote shall be taken to note that the board or commission member was present but did not vote.

Conflict of interest
When a member has a conflict of interest, or the appearance of a conflict of interest, the member must:

- Publicly state the nature of the conflict;
- Step down from the dais and leave the room until consideration of the particular item is finished, unless the item is on the Consent Calendar;
- Not be counted toward achieving a quorum while the item is being discussed.

Official record

Minutes
The Minutes serve as a permanent record of the board or commission's official actions. The board or commission secretary shall be required to make a record only of such business as was actually passed upon by a vote of the board or commission, and shall not be required to record any remarks of board or commission members, or of any other person except at the special request of a member of the board or commission. Once approved by the board or commission, the original minutes are signed by the chair and secretary.

Minutes of the previous meeting shall be provided to the board or commission prior to each meeting. The minutes may be approved by majority vote even if one or more of the voting members were not present at the meeting to which the minutes relate.

Correction to Minutes

Members of boards and commissions are to review minutes and make corrections if needed so that the approved minutes accurately reflect the work of the group. Corrections are made at the meeting when the minutes are brought forward for adoption. Corrections require a motion, second, and a majority vote, and, if approved, are noted in the minutes of the current meeting. Any changes to the draft minutes approved by the board or commission will be reflected in the minutes for the meeting at which the corrections are made.

Recordings

A recording may be made of ~~the~~ board and commission meetings. Audio recordings of ~~the board and commission~~ meetings are to be kept for one (1) year, and video recordings are to be kept for three (3) years after which time the recordings shall be destroyed. Recordings are not the official minutes of the board and commission meetings.

Agenda notice requirements

Open Meeting Law

All of the meetings of the boards and commissions are subject to the Ralph M. Brown Act, requiring the entire deliberative process of a public body to be open to the public.

Meetings

A meeting is defined as the convening of members, whether in person or through electronic media or other communications, of the board or commission for the purpose of exercising the responsibility, authority, power or duties delegated to that body. A meeting is subject to the law whenever the board or commission meets for official purposes. When a quorum (1/2 + 1) of the members of a board or commission are present, it is considered a meeting for official purposes. A meeting does not include social or chance gatherings.

Further, any communication, including emails, social media posts, or other electronic communication or serial conversations between some or all members, could be considered a public meeting. Information or any type of communication to be shared by one member with other members of the board or commission shall be sent to the staff liaison who will forward it to all members of the board or commission.

Public notice

The Brown Act requires that all meetings of a governmental body be preceded by an official public notice:

- Regular meetings – when the meeting is held at a regular day, time, and location, the agenda must be posted 72 hours in advance of the meeting.
- Special meetings – when the meeting is held at a different time, different day, and/or different location than a regular meeting, then the agenda must be posted 24 hours in advance of the meeting.

- Adjourned meetings – regular and special meetings may be adjourned or continued to a future day if the business could not be completed at the original meeting. The time and date of the adjourned (continued) meeting must be designated and announced to the members of the public who are present at the time of adjournment, as well as recorded in the minutes.

~~Agendas~~

An agenda for each meeting of the board or commission is prepared by the board or commission secretary or liaison. The agenda outlines the topics or items of business that will be introduced, discussed, and acted upon at each meeting. The agenda shall also include the date, time, and location of a meeting.

Rights of the public

Pursuant to the Ralph M. Brown Act, the public must be allowed to:

- Attend, observe, and speak at meetings;
- Speak without being required to provide a name or address;
- Record the meeting with audio or video recorder and take photographs;
- Review agendas and other documents distributed to a majority of the board or commission, other than those exempt from disclosure;
- Request in writing that the agenda or agenda-related documents be mailed to them for a cost not to exceed the actual cost of providing the service;
- Obtain a copy of any audio or video (if it exists) of the meeting (there is no requirement to prepare a transcript) for a cost not to exceed the actual cost of providing the service;
- Speak to each item on the agenda and to items under the jurisdiction of the board or commission;
- Criticize or complain about processes or procedures.

Americans with Disabilities Act

All legislative meetings open to the public must comply with the Americans with Disabilities Act. If members of the board or commission or members of the public attending the meetings require special assistance to participate in a meeting, individuals must notify the staff liaison at least seventy-two (72) hours prior to the meeting.

Limited English proficiency

Individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English are considered limited English proficient. If an individual appears before the board or commission and is limited English proficient and requests assistance, the individual should be provided a certified foreign language interpreter. Individuals requesting an interpreter must notify the staff liaison at least seventy-two (72) hours prior to the meeting. Pursuant to the Ralph M. Brown Act, individuals using an interpreter shall be provided at least twice the allotted time given to other members of the public.

Presentation material
If an individual plans to make a presentation on an agenda item and plans to use audio/visual materials, he or she must submit all audio/visual materials to the staff liaison at least seventy-two (72) hours prior to the meeting.

Composition, responsibilities, and meeting dates of the City of Roseville boards ~~and~~ commissions

Charter Review ~~Commission~~
Nine (9) members appointed by the City Council at least every ten (10) years

Responsibilities:
Reviews the ~~c~~harter and presents, or cause to be presented, to the City Council a written report recommending ~~those~~ amendments, if any, which should be made to the ~~c~~harter.

Meetings:
The Charter Review ~~Commission~~, once established, determines meeting day, time and location.

Design Committee
Three (3) members: two (2) members appointed by the City Council; one (1) member appointed by the Planning Commission; and one (1) alternate appointed by the Planning Commission

Responsibilities:
- Reviews design-related applications for multiple-residential, commercial, and industrial projects.
- Reviews proposed site plans, architecture, and landscaping for conformance with the city's general plan, specific plans, and community design guidelines.
- Reviews applications required by the city's sign ordinance.

Meetings:
The Design Committee meets the third Thursday of each month at 4:30 p.m. in the civic center meeting rooms 1 & 2, 311 Vernon Street.

**The chair of the committee shall be a current member of the Planning Commission. In the absence of the chair and vice chair of the committee, the alternate Planning Commissioner shall act as the presiding officer.*

Economic Development Advisory Committee
Seven (7) members appointed by the City Council: one (1) councilmember; one (1) Chamber of Commerce representative; and five (5) industry representatives

Responsibilities:
- Ensures goals of the Roseville Economic Development Strategy (Strategy) are being met.

- Provides guidance to staff and recommendations to the City Council on implementation of the Strategy and recommends changes or additions as necessary to reflect changing economic conditions or opportunities.
- Reviews annual economic development work program and budget and makes recommendations to the City Council regarding economic development work program and budget.
- Reports to the City Council at least annually on Strategy progress and effectiveness of the Strategy.
- Review programs which assist existing and prospective businesses.

Meetings:
The Economic Development Advisory Committee meets on the fourth Wednesday of January, April, July, and October at 1:30 p.m. in the civic center, 311 Vernon Street.

Grants Advisory Commission

Seven (7) members appointed by the City Council; additionally, the City Council may appoint a non-voting youth commissioner

Responsibilities:

- Reviews and recommends Citizens' Benefit Fund (Chapter 4.06) and Roseville Employees Annual Charitable Hearts ("REACH") fund and grant application processes and policies for grants to be approved by the City Council.
- Acts as a forum for public participation in review of Citizens' Benefit Fund and REACH grant applications.
- Annually reviews and makes recommendations on Citizens' Benefit Fund and REACH grant applications.
- Monitors approved grants and reviews annual reports for measurable outcomes.
- Recommends to the City Council the use of the interest earned by the city on the proceeds of the sale of the Roseville Community Hospital in the award of Citizens' Benefit Fund grants.

Meetings:
The Grants Advisory Commission meets the second Tuesday of each month at 5:30 p.m. except for the months of July and November, which begins at 7 p.m., in the council chambers, 311 Vernon Street.

Law and Regulation Committee

Two (2) council members, and one (1) alternate appointed by the City Council

Responsibilities:

- Requests, considers, and evaluates state and federal legislation, policies and regulations brought before the Committee and makes recommendations to the full City Council on those items.
- Provides input to staff regarding concerns about the effects a specific piece of legislation, policy or regulation might have on the community.
- Requests additional information from staff regarding legislation, policies, and regulations.

Meetings:
The Law and Regulation Committee meets the fourth Wednesday of each month at ~~5:30~~ p.m. in the council chambers, 311 Vernon Street. ~~(January, March, April, May, June, and August)~~

Library Board

Five (5) members appointed by the City Council; additionally, the City Council may appoint a voting youth member

Responsibilities:

- Participates in strategic and long-range planning for the city library system.
- Serves as community liaisons/advocates for library programs and services.
- Reviews policies and procedures as presented by city library staff.
- Represents the library at city-sponsored functions.
- Advises the City Council on important library efforts.

Meetings:
The Library Board meets the fourth Monday of odd-numbered months at 6 p.m. at various city libraries.

Local Sales Tax Citizens' Oversight Committee

Five (5) members appointed by the City Council.

Responsibilities:

- Annually, review revenue receipts and expenditures of the Transactions and Use Tax.
- Annually, review status of programs and services, funded wholly or partially with proceeds from the Transactions and Use Tax.
- Annually, prepare and present an independent report the City Council regarding the revenue and expenditures of the Transactions and Use Tax.

Meetings:
The Local Sales Tax Citizens' Oversight Committee meets two to three times per year, or as determined by the City Manager.

Parks and Recreation Commission

Seven (7) members appointed by the City Council; additionally, the City Council may appoint a voting youth commissioner.

Responsibilities:

- Reviews and makes recommendations on park projects, department operations, recreation programs, events and related issues.

Meetings:
The Parks and Recreation Commission meets the first Monday of each month at 6 p.m. in the council chambers, 311 Vernon Street.

Planning Commission

Seven (7) members appointed by the City Council

Responsibilities:

- Makes recommendations to the City Council on general plan, specific plan, zoning and other land use policy areas.
- Reviews and makes recommendations to the City Council on, and where appropriate, approves entitlements for compliance with the general plan, applicable specific plans, and other policy documents.
- Takes final action on major project permits, conditional use permits, tree permits, tentative subdivision maps, variances, and zoning interpretations.
- Determines the adequacy and consistency with the California Environmental Quality Act of environmental documentation associated with projects acted upon by the Planning Commission.
- Provides representation of the city at various conferences, before other agencies, etc.
- Provides commission members for service on special task forces/ committees, as needed.
- Provides a forum for public involvement for the items listed above.

Meetings:
The Planning Commission meets the second and fourth Thursdays of each month at 6:30 p.m. in the council chambers, 311 Vernon Street.

Public Utilities Commission

Seven (7) members appointed by the City Council

Responsibilities:

- Studies and advises the City Council regarding all utilities and enterprises owned or operated by the city, including but not limited to, electrical, water, wastewater, recycled water, solid waste, and stormwater.
- Advises the City Council regarding planning, rates, public information, and other matters relating to such enterprises.
- Hears citizen concerns relating to utility operation and/or rates.
- Conducts public meetings and public hearings for the purpose of reviewing agreements, proposed utility-related projects, and rates prior to making a recommendation to the City Council.

- Reviews California Environmental Quality Act and National Environmental Policy Act documents for public utility-related projects.
- Advises the City Council regarding the activities of joint powers agencies, if the City Council appoints a representative of the commission to sit as a participant on the board or commission of a joint powers agency of which the city is a member.
- Quarterly reviews the departments' progress reports given to the commission to determine the progress of each utility.
- Monitors new emerging technology and services, and when appropriate, makes recommendations to the City Council.
- Provides a forum for public involvement for the items listed above.

Meetings:
The Public Utilities Commission meets the fourth Tuesday of each month at 6 p.m. in the council chambers, 311 Vernon Street.

Senior Commission

Seven (7) members appointed by the City Council

Responsibilities:

- Investigate opportunities for outside revenue sources (grants) which are or which may be available to provide funding for senior programs and share findings with staff.
- Highlight senior programs, services, and resources to the community.
- Serve as a forum for commission members' and residents' expression of ideas, needs, and concerns, as they affect seniors, particularly in areas over which the City of Roseville has purview
- Respond to requests for recommendations to other commissions, staff, and City Council on programs, special events, policies and services.
- Serve as the eyes and ears in the community, bringing pertinent information to staff to help improve senior services.
- Serve as ambassadors throughout the community for the services provided by the City of Roseville.

Meetings:
The Senior Commission meets quarterly in February, May, August, and November on the second Wednesday of those months at 2:00 p.m. in the council chambers, 311 Vernon Street.

Transportation Commission

Seven (7) members appointed by the City Council; additionally, the City Council may appoint a voting youth commissioner

Responsibilities:

- Reviews and makes recommendations to the City Council on the general plan circulation element; the bicycle master plan, pedestrian master plan, short and long range transit plan, the capital improvement project plan; specific plan circulation plans; regional transportation plans, the public transit system; bikeway, pedestrian, transit, and roadway capital improvement projects and transportation systems management.
- Reviews and approves transportation systems management plans.
- Provides representation of the city at various conferences and before other agencies, as needed,
- Provides a forum for public involvement for the items listed above.

Meetings:
The Transportation Commission meets the third Tuesday of each month at 6 p.m. in the council chambers, 311 Vernon Street.

Supplemental meeting procedures

The meeting procedures of the Board of Appeals, Personnel Board, Youth Sports Coalition, and City Council are substantially unique and are therefore supplemented herein separately. In the event of a conflict between the Uniform Meeting Procedures and these Supplemental Meeting Procedures, the provisions of the Supplemental Meeting Procedures shall govern.

Board of Appeals

Ten to fifteen (10-15) members appointed by the City Council

Responsibilities:

- Serves as an advisory body to the City Council with respect to construction, building, code enforcement, or similar matters.
- Reviews matters as provided under the Uniform Building and Housing codes.
- Serves as a pool of hearing examiners for the purpose of formation of each ad hoc hearing examiner panel as provided herein.

Semi-annual meetings:
The Board of Appeals meets the second Tuesday of January and July, or as soon thereafter on a date and time as practicable, at 4:00 p.m. in the civic center, 311 Vernon Street.

Hearing panels
Three (3) members selected by the City Attorney or his or her designee from a pool consisting of the Board of Appeals members.

Responsibilities:

- Assembles at the request of the City Attorney and may hear violations of, and consider administrative penalties for, violations of the Roseville Municipal Code or conditions of approval associated with discretionary permits.

Hearing panel:
The City Attorney's office shall fix a reasonable time and date for the convening of the hearing panel to hear and adjudicate claims before it.

Selection of chair
The chair shall be randomly selected by the City Attorney prior to the start of the hearing and shall be announced at the start of the hearing.

Order of business
The order of business at all hearings shall be as follows:

- Call to Order
- Identification of Chair
- Pledge of Allegiance
- Public Comment
- Swear in
- Matters to be Heard
    - Staff report, complainant's statement
    - Appellant's Response
    - Rebuttals and Panel Questions
    - Panel Discussion
    - Panel Decision
- Adjournment

Conduct of business

Agenda of matters to be heard
An agenda of matters to be heard shall be prepared by the staff liaison and shall be made available a minimum of seventy-two (72) hours before the commencement of the hearing.

Presentation material
If an individual plans to use audio/visual materials, he or she must submit all audio/visual materials to the staff liaison no later than forty-eight (48) hours prior to the hearing.

Announcement of chair
The designation of the chair will be announced.

Call to order
The chair of the hearing panel shall call the meeting to order.

Swear in
All persons presenting evidence and/or testimony shall be sworn in.

Matters to be heard
The chair shall announce the matter to be heard and the panel may consider any competent and reasonable evidence. The standard of proof shall be based on the preponderance of the evidence. The panel may hear all evidence in its discretion. Formal rules of evidence shall not apply.

Staff report
The enforcement officer shall present a staff report. If applicable, the complainant may testify and present evidence. A copy of any staff report shall be provided to the responsible party/appellant at least five (5) days prior to the hearing. Additionally, a copy of the staff report shall be provided to the panel members at least five (5) days prior to the hearing.

Response, public testimony
The responsible party/appellant or the representative of the responsible party/appellant may respond to the staff report and/or the complainant. The response may include the presentation of testimony or evidence. Any materials provided by the responsible party/appellant to the City Attorney's office prior to the hearing shall also be provided to the panel members at least five (5) days before the hearing. Each side shall have five (5) minutes to make their initial presentation. If a translator is used, the person using the translator shall be provided at least ten (10) minutes for their initial presentation, which may be extended at the discretion of the chair.

Rebuttals and questions
The enforcement officer, the complainant, or the responsible party/appellant may offer rebuttal testimony. Each side shall have two (2) minutes for rebuttal. If a translator is used, the person using the translator shall be provided at least four (4) minutes for rebuttal, which may be extended at the discretion of the chair.

Rebuttal testimony is only to address relevant issues raised by the other party.

Panel discussion
Panel members may ask questions of city staff and of anyone who testified.

Decision

The chair shall close the matter and the panel may then consider the evidence. The hearing panel shall state its determination to the parties, based upon any required findings of fact.

If applicable, the chair will inform the responsible party/appellant of his/her appeal rights.

The panel shall proceed to the next matter to be heard until all such matters have been heard.

Appearances

Responsible party/appellant failure to appear

If the responsible party/appellant fails to appear for the hearing within 15 minutes after the hearing commences, the responsible party's/appellant's appeal will be automatically denied.

Complainant failure to appear

If the complainant fails to appear for the hearing within 15 minutes after the hearing commences, the responsible party's/appellant's appeal will be automatically granted.

Neither party appears

If both the responsible party/appellant and the complainant fail to appear for the hearing within 15 minutes after the hearing commences, the chair shall postpone the hearing pending rescheduling by the City Attorney. If both the responsible party/appellant and the complainant fail to appear for the rescheduled hearing within 15 minutes after the hearing commences, the responsible party's/appellant's appeal will be automatically granted.

Official record

Minutes of the hearing, set off in paragraphs clearly stating the actions, findings and determinations of the panel, shall be kept by the City Attorney or the City Attorney designee. Additionally, the record may include a recording of the actual hearing (either audio, video, or stenographical) as technology permits.

Personnel Board

Five (5) members appointed by the City Council

Responsibilities:

- Provides advice to the City Council on all matters relating to personnel administration in the city service.
- Investigates and takes action on complaints of an employee or group of employees alleging unfair treatment resulting from a management decision or lack of decision.
- Interprets the city's rules and regulations governing personnel practices or working conditions.
- Investigates and decides the claim of any person that their application for employment or promotion has not been processed and considered pursuant to the charter and the personnel rules.
- Hears and decides disciplinary, administrative and employment appeals from employees.
- Reviews and takes action on recommended changes to the personnel rules and regulations.

Meetings:
The Personnel Board meets the second Monday of each month at 1:30 p.m. in the civic center, 311 Vernon Street.

Disciplinary hearings

Legal advisor
An objective legal advisor to the board shall be provided in disciplinary hearings.

Pre-hearing procedures
Not later than seventy-two (72) hours prior to the hearing, the parties shall provide to each other and the board a list of witnesses to be called, and all exhibits to be presented, at the hearing.

Hearing procedures

A. The parties shall be notified of the time and place of the hearing.
    1. All hearings shall be conducted in closed session unless the employee requests a public hearing.
    2. The employee shall be entitled to appear personally, produce evidence, and be represented by counsel
    3. The complainant may also be represented by counsel.
    4. The board shall be guided, but shall not be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made or approved by the board.
    5. The parties may present witnesses and cross-examine witnesses
B. The presiding officer shall rule on the admissibility of evidence and objections to the examination of witnesses during the hearing. The board may use the services of its counsel which may include assistance with ruling upon procedural questions, objections to evidence, and issues of law.
C. The appellant/employee shall personally attend the hearing. Unexcused failure of an appellant to appear at a hearing shall be deemed a withdrawal of the appeal.

The order of business at disciplinary hearings shall be as follows:

- Call to Order
- Roll Call
- Preliminary Statement (advisor to the Personnel Board)
- Documents / stipulations
- Witnesses Sworn
- Opening Statements
- Proof of the Charges
- Proof of the Defense
- Rebuttal (if any)
- Summation
- Board Deliberations

- Board action / open session
- Adjournment

Hearing decision
The board shall affirm, modify, or revoke the recommended personnel action. The board shall announce its decision in open session and thereafter issue a written decision within thirty (30) calendar days of adjournment of the hearing. The written decision shall contain findings of fact and the personnel action approved, if any. The findings may reiterate the language of the pleadings or simply refer to them. The decision of the board shall be certified to the director or designee who recommended the personnel action, and he/she shall enforce the decision. A copy of the decision shall be delivered to the appellant or his/her designated representative personally or by registered mail. The decision of the board shall be final.

Conduct of business

Closed sessions
Whether a disciplinary hearing is open or closed to the public as permitted by the Brown Act, during the board deliberation concerning its decision, only the board members and the board's legal advisor shall be present.

At least one week before the date set for the disciplinary hearing, an employee appealing a disciplinary action must notify the human resources director whether the appeal hearing shall be an open or closed session.

Witnesses excluded
Whenever the board is conducting a disciplinary hearing, either the employee, the city, or the board may request that all witnesses be excluded and the chair shall order the exclusion. Notwithstanding the preceding sentence, neither the disciplined employee nor the city's designated representative shall be excluded, even though one or both may be witnesses in the hearing.

Appeals
Overturning the decision of the human resources director requires an affirmative vote of a majority of the board members present and qualified to act. If there is no majority vote to grant the appeal, the appeal is denied.

Official record
The minutes of the board for closed sessions shall be filed separately and secured for privacy purposes.

Recording of meetings
A professional transcriber/recorder will record closed disciplinary hearings.

Youth Sports Coalition

Definitions
Allocation policy - City of Roseville Parks and Recreation Department Youth Athletic Field/Facility Use and Allocation Policy which includes specifics on youth sports member criteria, fees and member benefits.

Representative – Any board member of a youth sports member organization that qualifies for membership under the Allocation Policy. Each youth sports member organization may have one (1) representative attend and participate in meetings.

Coalition – Roseville Youth Sports Coalition, an ad hoc advisory committee comprised of representatives from youth sports member organizations and the commission.

Coalition member – Appointed commission representatives or youth sports member organization representatives.

Commission – City of Roseville Parks and Recreation Commission.

Council – City of Roseville City Council.

Department – City of Roseville Parks, Recreation & Libraries Department.

Director – Director of the Parks, Recreation & Libraries Department, or his or her designee.

Rules

The coalition shall function as an advisory committee to the commission. The coalition is created with the intent of establishing an open forum for communication and cooperation between the coalition, commission, the department, and the public. The coalition has no authority, either expressed or implied, to commit city resources or funds, allocate the use of any athletic fields, facilities, concession stands, or other city property to any organization or individual or to make improvements to city-owned parks, fields and/or facilities.

Responsibilities

- Recommends ways to create ongoing partnerships with the department, participating school districts, and nonprofit groups to maximize use of recreation facilities;
- Recommends improvements to existing facilities;
- Assists the department in planning future sports facilities;
- Advances the interests of the Roseville community in youth sports;
- Encourages participation in the youth sports offered by coalition members and the public in general, and to promote youth sports in the community;
- Applies for grant opportunities or otherwise conduct fundraising activities for specific projects.

Per participant fees will be collected on an annual basis from each sport league. Fees will be used for league CIP projects and field maintenance costs. The distribution of fees collected and disbursement is listed in the Field Allocation and Rental Use document.

Notwithstanding the foregoing and as previously stated, the coalition has no authority, either expressed or implied, to commit city resources or funds from whatever source, and no authority, either express of implied, to allocate the use of any athletic fields, facilities, concession stands or other city property to any organization or individual, or to make improvements to city-owned parks, fields and/or facilities.

The activities of the coalition shall not consist of carrying on propaganda or otherwise attempting to influence legislation, and the coalition as a collective body shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

The coalition is nonprofit, nonpartisan, and nonsectarian.

Membership

Commission appointments

The commission shall appoint three (3) commission members to serve on the coalition. The commission shall appoint one (1) of these three members to serve as the coalition chairperson and one (1) of these three members to serve as the vice chairperson.

Youth sports organization eligibility

The Allocation Policy outlines the specific eligibility requirements for youth sports member organizations. Youth sports organizations qualifying for membership under the Allocation Policy will be invited by the Department to join the Coalition.

In addition to satisfaction of the eligibility requirements set forth in the Allocation Policy, the youth sports member organizations must comply with the following additional requirements:

- The organization is an existing, functioning entity with its own governing body (Board of Directors or Trustees) and rules and regulations (Bylaws).
- The organization is recognized by and affiliated with a national, state or regional government body (i.e., Little League Baseball, Amateur Softball Association, and American Youth Soccer Association).
- The organization is recognized by the City of Roseville.
- The organization's primary function is to provide an opportunity for sports involvement for youth in the Roseville area.
- Organizations must provide recreation programs which complement existing programs of the Department.
- Pursuant to California state law, youth member organizations groups may not discriminate against any person on the basis of sex or gender or other protected basis in the operation, conduct, or administration of community youth programs.
- The organization is a registered nonprofit organization. A "nonprofit organization" as used in this section shall refer to an organization which is not conducted or operated for profit and no part of any funds flowing to the organization shall serve to benefit any member or individual. Each organization shall provide proof of its tax-exempt status. Acceptable proof of nonprofit status will include:
- An Exemption Determination Letter from the California Secretary of State must be provided. All supporting documents must be submitted with Letter of Determination.
- A Determination Letter from the Internal Revenue Service (IRS) of recognition of their Section 501(c)(3) exempt status. (An organization that submits an application to the IRS and has it approved, must make a copy of the application and supporting documents, as well as any letter issued by the IRS, available for public inspection.)
- File with the Department at least fourteen (14) days prior to the start of each season:
    - A report on the function of organization.
    - A list of the governing body naming the office held, term of office, address, phone number and email address of each.

- A master schedule of all games to be played to include dates, times, fields and teams participating and board of directors and general membership meeting dates, times and locations if requested.
- A single roster per team with the individual participant name, age, home address (including zip code) and phone number, team name, age bracket of the team, and the coach's name, address and phone number.
- Proof of the policies of insurance and limits of coverage required by the Allocation Policy, including, but not limited to all required certificates of insurance, endorsements and/or renewals.

In the event additional insurance is required based on the nature of the activity, the submission must include evidence of such additional, required insurance coverage. Failure to comply with all requirements relating to insurance will terminate Coalition status in addition to other remedies set forth in the Allocation Policy.

The Coalition reserves the right to review submitted paperwork.

Organizations failing to comply with the policies may be required to forfeit the use of athletic fields/facilities until they are in compliance, in addition to other penalties outlined in the Allocation Policy.

Youth sports organization representatives

All board members of each youth sports member organizations are eligible to serve on the Coalition as a Representative. However, only one Representative can attend and participate in a meeting at a time.

Each youth sports member organization shall provide the following information to the Department: each board member's name, e-mail address and phone number. Organizations must keep this information current at all times.

Term of office

Representatives may serve on the Coalition as long as they remain members on their youth sports member organization's board.

Fees

Participating youth sports organizations must pay the per-participant per-season fees as set forth in the Allocation Policy, as amended from time to time, to maintain eligibility for Coalition membership.

Member resignation/termination and disciplinary actions

Any representative or youth sports member organization resigning their/its position from the Coalition shall do so in writing to the Department. An appointed Commission member may resign his/her position from the Coalition in writing to the Department and the Commission. The resignation of a youth sports member organization shall not become effective until accepted by a majority vote of the Coalition.

Any youth sports member organization shall forfeit membership by non-payment of fees after sixty (60) days from the date due, unless otherwise extended for good cause. Membership will only resume upon the payment in full of outstanding fees.

Any representative or youth sports member organization may be removed by the coalition, at a regularly scheduled meeting thereof, for conduct unbecoming a member or prejudicial to the aims or repute of the coalition, after receipt of written notice. Any appeal of a decision of the coalition will be heard by the Appeal Committee. The Appeal Committee shall

consist of the coalition chair, one city staff member designated by the department, and one additional coalition representative at large designated by the coalition membership. The decision of the appeal committee shall be final.

A youth sports member organization may change its representatives at its discretion as long as such representatives are members of the organization's board. A written notice identifying the new representatives must be submitted to the department at least five (5) days prior to a coalition meeting.

In the event of the resignation or termination of a coalition member, the coalition or the department shall request that the appointing youth sports organization or commission fill such vacancy.

Meetings

The coalition shall meet at least quarterly (once during each quarter of the calendar year). The time and place shall be fixed by the director and shall be held within the City of Roseville city limits.

Agenda items

Agenda items for the coalition appear as the result of a written request submitted to the department at least seven (7) working days prior to the scheduled meeting and must be approved by the department or coalition chair.

Video tape recordings

A video tape recording shall not be made of coalition meetings unless requested in advance by the coalition chair.

Voting

Each coalition member shall have one (1) vote. Voting by proxy will not be permitted. A member vote is cast by the representative attending the meeting. In the case of appointed commission members, the individual member must be present to cast a vote.

Attendance policy

A youth sports member organization must be represented by its representative at all regularly scheduled meetings. A youth sports member organization will be declared delinquent if that organization fails to be represented or excused from three (3) consecutive meetings of the coalition. If declared delinquent, a member organization may lose all member privileges. After two (2) consecutive meetings with no representation, the member organization shall be notified by mail at the organization's address of record and asked to appoint a new representative and alternate. Any member organization unrepresented at three (3) consecutive meetings (unless excused by majority vote), shall be automatically removed. Membership will resume when new representatives are identified.

Amendments

Amendments to the meeting procedures shall be adopted by the City Council and shall become effective immediately unless designated as effective at a later date. Amendments may occur only at a public meeting. The coalition may propose amendments to these meeting procedures by simple majority vote of the membership. Any such proposed amendment shall then be sent to the commission for consideration and recommendation to the City Council.

Dissolution
The City Council may dissolve the coalition at a public meeting should the City Council determine the coalition no longer meets the needs of the city. In the event of dissolution, the coalition will continue to meet for up to six (6) months following council's decision to dissolve the coalition in order to finalize a plan for disposition of any remaining funds. The coalition's plan for disposition of any remaining funds shall require City Council approval.

City Council

Elective officers
~~The City Council shall constitute the legislative and governing body of the city and shall have authority, except as otherwise provided by the charter, to exercise all powers of the city, and to adopt such ordinances and resolutions as may be proper in the exercise thereof. The electors of the city shall elect a council of five (5) members, at large, for a four (4) year term of office. Two and three councilmembers are elected alternately at the general municipal election in November of even-numbered years. No councilmember shall serve more than two (2) consecutive four (4) year terms. Upon receipt of a certified statement of the results of the election, the City Council shall be sworn in and assume office. The City Council shall hold its first meeting at that time. The councilmember receiving the highest number of votes in the latest election is seated as vice mayor for the first two years of a four-year term, and as mayor for the final two years of the term. The mayor's term of office shall commence upon assumption of office and continue until the assumption of their successor following the next general municipal election.~~

Powers and duties of mayor
The mayor shall be the official head of the city government for purposes of ceremony. The mayor shall serve as the presiding officer at meetings of the City Council and shall decide all questions of order without debate, subject to advice from the City Attorney or the City Attorney designee. The mayor may not make any motion, but may second a motion. The mayor shall have all other rights and privileges of a councilmember.

Vice mayor
In the temporary absence or disability of the mayor, the vice mayor shall exercise the duties and prerogatives of the mayor. The mayor shall, whenever possible, notify the City Clerk of the mayor's intended absence from the city. In the event both the mayor and vice mayor are unable to perform their duties, the City Council may appoint one of its members to act only as chair of a meeting.

Compensation
Each member of the City Council shall receive a salary that shall be six hundred dollars ($600) per month for each councilmember and the mayor shall receive an additional fifty dollars ($50) per month. Councilmembers may, upon order of the City Council, be reimbursed for reasonable and necessary expenses actually incurred in the service of the city. Confirmation of reimbursement should be received before expenditures are made.

Auxiliary Positions
Councilmembers are expected to attend many meetings outside of the city and may or may not be compensated for their attendance. Every two years the mayor is responsible for bringing recommendations forward for the distribution of these councilmember

responsibilities to serve on regional and local agencies, boards, commissions, committees, and joint power authorities. If unable to attend, councilmembers must ensure their alternates can attend to ensure a quorum of members is present.

Councilmember vacancies

~~Any vacancy on the City Council shall be filled by a majority vote of the remaining councilmembers within thirty (30) days after the vacancy occurs. If the City Council fails, for any reason, to fill such vacancy within said thirty (30) day period, it shall forthwith call an election for the earliest possible date to fill such vacancy. A person appointed by the City Council to fill a vacancy shall hold office until the general municipal election and until a successor qualifies. The candidates receiving the most votes shall serve the longer, if any, of the unexpired terms, and in case of ties, the terms shall be fixed by lot. A councilmember elected to fill a vacancy shall hold office for the remainder of the unexpired term. The appointment to fill said unexpired term will be considered a partial term and will not be counted as one of the two full consecutive terms.~~

Regular meetings

~~The City Council shall hold regular meetings on the first and third Wednesday of each month; provided that, if a regular meeting date falls on a legal holiday, the meeting shall be held the same hour, same day of the following week.~~

Special meetings

~~Special meetings may be scheduled by city staff or called by the City Clerk on the written request of the mayor or any three (3) councilmembers by providing each councilmember with twenty-four (24) hours' written notice served personally or left at their usual place of residence. Business transacted at any special meeting shall be limited to the subjects recited in the notice of such meeting.~~

Meeting place

All regular meetings shall be held in the council chambers, 311 Vernon Street, unless, by consensus, the City Council decides to meet elsewhere, in which case, notice of such alternate meeting place shall be posted by the City Clerk in a public place in advance of the proposed meeting in accordance with the Ralph M. Brown Act.

Meetings to be public

Except for closed sessions permitted by general state law, all City Council meetings shall be open to the public and members of the public shall have a reasonable opportunity to be heard.

Quorum

Three (3) councilmembers shall be a quorum for the transaction of business at City Council meetings except as otherwise provided by the charter. In the absence of a quorum, a lesser number of councilmembers or the City Clerk may adjourn the meeting to a later date.

Attendance and conduct at meetings

The City Council may, by vote of not less than two (2) of its members, enforce orderly conduct and compel the attendance of its members and other city officers at its meetings. Any member of the City Council or other officer of the city who refuses to attend such meetings or conducts themselves in a disorderly manner shall be deemed guilty of misconduct in office. Upon request of the City Council, the City Manager shall designate a police official or officer to serve as the sergeant-at-arms of the City Council.

Council rules

~~The City Council shall determine its own rules and order of business subject to the following provisions. There shall be minutes of all City Council meetings approved by the City Council and signed by the mayor and City Clerk and to which the public shall have access at all reasonable times. Within (30) days after any regular or special City Council meeting, minutes of the meeting shall be prepared by the City Clerk and presented to the City Council for its approval. A vote upon all ordinances and resolutions shall be taken individually by an affirmative or negative vote and entered upon the minutes, except that where the vote is unanimous it shall be necessary only to so state.~~

Order of business

The order of business at all regular meetings of the City Council shall be as follows:

- Closed Session Call to Order
- Closed Session Silent Roll Call
- Closed Session Public Comments
- Closed Session
- Closed Session Report Out
- Closed Session Adjournment
- Call to Order
- Roll Call
- Pledge of Allegiance
- Meeting Procedures
- Presentations
- Public Comments
- Consent Calendar
    - Minutes
    - Bids/Purchases/Services
    - Resolutions
    - Ordinances (for introduction and first reading)
    - Ordinances (for introduction and adoption – appropriation/urgency measures)
    - Ordinances (for second reading and adoption)
    - Reports/Requests
    - Ceremonial Documents
- Resolutions
- Ordinances
- Special Requests/Reports/Presentations
- Public Hearings
- Appointments
- Council/Staff/Reports/Comments
- Adjournment

CITY OF ROSEVILLE
CALIFORNIA

CIVIC CENTER • 311 Vernon Street
Roseville, CA 95678 • roseville.ca.us

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John B. Allard II
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Email: jallard@roseville.ca.us

Vice mayor
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Phone: 916-223-1060
Email: kbernasconi@roseville.ca.us

Councilmembers:

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Email: salvord@roseville.ca.us

Bruce Houdesheldt
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Email: dlouthan@roseville.ca.us

Assistant City Manager
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Email: rdevore@roseville.ca.us

Assistant City Manager/Chief Financial Officer
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Email: dkauffman@roseville.ca.us

City Attorney
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Email: rschmitt@roseville.ca.us

City Clerk
Sonia Orozco
Phone: 916-774-5263
Email: sorozco@roseville.ca.us

Board/Commission Liaisons

Board of Appeals
Joe Speaker
Phone: 916-774-5325
Email: jspeaker@roseville.ca.us

Design Committee
Greg Bitter
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Email: gbitter@roseville.ca.us

Economic Development Advisory Committee
Laura Matteoli
Phone: 916-774-5284
Email: lmatteoli@roseville.ca.us

Grants Advisory Commission
Laura Matteoli
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Email: lmatteoli@roseville.ca.us

Library Board
Natasha Martin
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Email: nmartin@roseville.ca.us

Parks & Recreation Commission
Jill Geller
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Email: jageller@roseville.ca.us

Personnel Board
Stacey Peterson
Phone: 916-774-5374
Email: speterson@roseville.ca.us

Planning Commission
Greg Bitter
Phone: 916-774-5294
Email: gbitter@roseville.ca.us

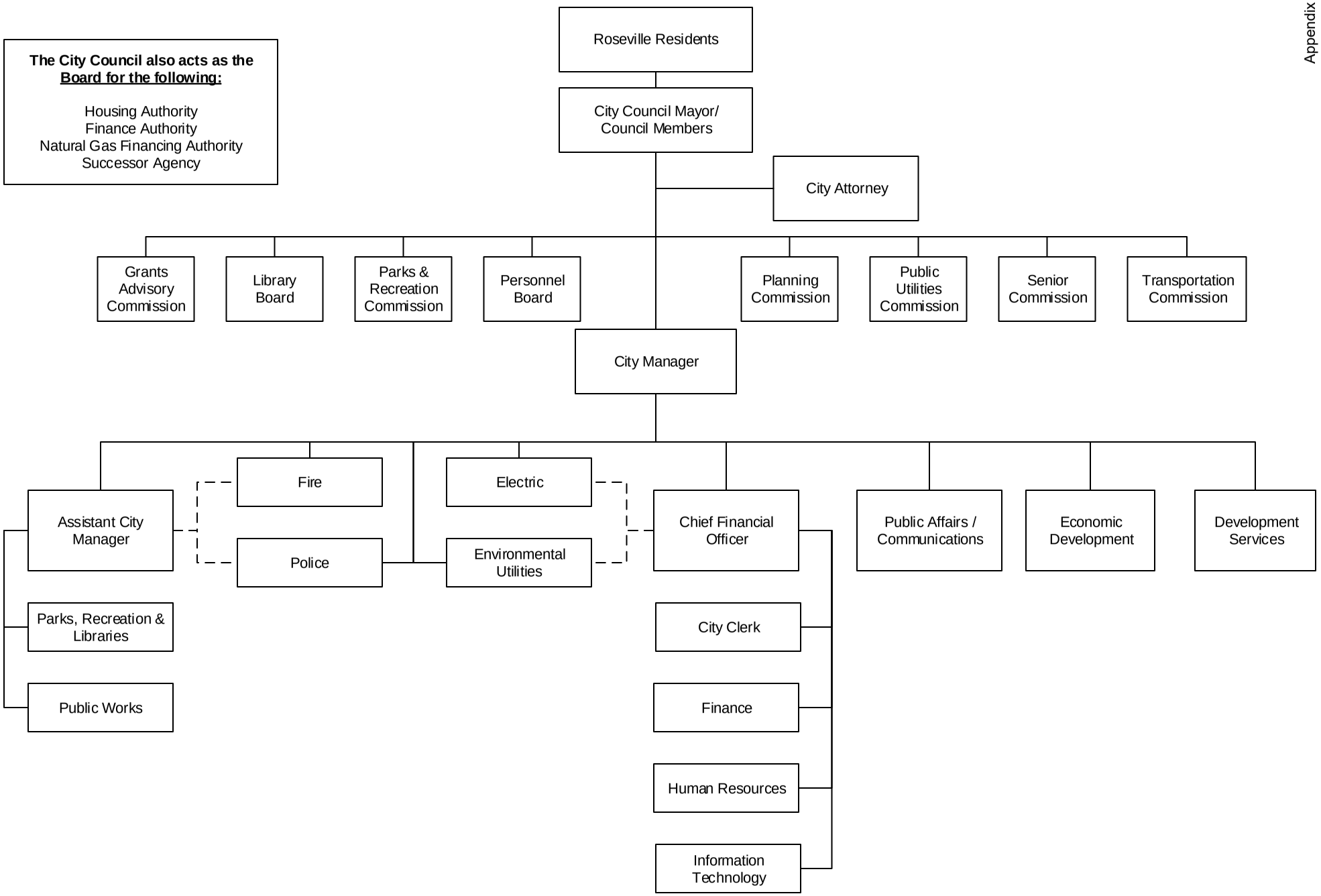
Public Utilities Commission
Michelle Bertolino
Phone: 916-774-5603
Email: mbertolino@roseville.ca.us

Richard Plecker
Phone: 916-746-1704
Email: rplecker@roseville.ca.us

Senior Commission
Kathy Barsotti
Phone: 916-774-5955
Email: kbarsotti@roseville.ca.us

Transportation Commission
Michael Dour
Phone: 916-746-1304
Email: mdour@roseville.ca.us

Youth Sports Coalition
Kristi LaRoche
Phone: 916-774-5962
Email: klaroche@roseville.ca.us

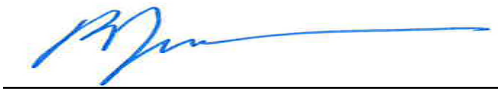


City Wide Organization (1,148.73 FTE)

CITY OF ROSEVILLE

ADMINISTRATIVE REGULATION

APPROVED:



ROB JENSEN, CITY MANAGER

Number: A.R. 2.03

Date Effective: May 15, 1987

Date Revised: July 15, 2016

SUBJECT: HARASSMENT, DISCRIMINATION, AND RETALIATION PREVENTION POLICY

PURPOSE

All employees are guaranteed the right to a work place free of hostility and intimidation. The City will neither tolerate nor condone harassment, discrimination, or retaliation of employees by managers, supervisors, co-workers, or non-employees with whom City employees have a business, service, or professional relationship.

POLICY

It is the policy of the City of Roseville that harassment, discrimination, or retaliation on the basis of race, color, religion, ancestry, national origin, age, sex, sexual orientation, gender, gender identity, gender expression, genetic information, marital status, political affiliation, military status, veteran status, family care leave status, pregnancy, physical or mental disability, medical condition, or any legally protected status (collectively "protected status") will not be condoned or tolerated. Retaliation against an employee for complaining or reporting any act of harassment, discrimination, or retaliation in violation of this policy is prohibited. Retaliation against an employee for participating in a harassment investigation is also prohibited. For the purpose of this policy, the term "employee" shall also include unpaid interns, volunteers, and persons providing services pursuant to a contract. The City is committed to ensuring and providing a work place free of harassment, discrimination, and retaliation. The City will take disciplinary action, up to and including termination, against an employee who violates this policy. An employee who engages in unlawful harassment is personally liable for the harassment.

DEFINITION OF SEXUAL HARASSMENT

Sexual harassment as defined by law is any unwanted sexual advances, requests for sexual favors, visual, verbal or physical conduct of a sexual nature, or written communications of a sexual nature when:

- Submission to such conduct is made a term or condition of employment; or
- Submission to or rejection of such conduct is used as a basis for employment decisions affecting the employee; or
- Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment because of the persistent, severe or pervasive nature of the conduct.

Sexual harassment can occur between employees of the same sex.

CONDUCT PROHIBITED BY THIS POLICY

The City will not tolerate employees engaging in any of the conduct listed below:

- Unwanted sexual advances including repeatedly asking another employee on a date after being informed that the interest is unwelcome.
- Demands to provide sexual favors or offering employment benefits in exchange for sexual favors.
- Retaliation against an employee or threatening retaliation against an employee after a negative response to a sexual advance or proposition.
- Visual conduct such as leering, making sexual gestures or making derogatory or demeaning gestures of a person's protected status.
- Visual displays, including electronic media (e.g., screen savers) or printed media material (e.g., posters, cartoons, pictures, calendars, drawings), in the workplace that are sexually explicit or derogatory or demeaning of a protected status.
- Verbal conduct such as making or using derogatory comments, epithets, slurs, jokes, or threats.
- Sexually explicit jokes or comments or derogatory or suggestive comments about a person or a person's body, dress or sexual activities.
- Written communications of a sexual nature (e.g., obscene letters, notes or invitations) distributed in hard copy, via a computer network, or in any other format or medium.
- Written communications distributed in hard copy, via a computer network, or in any other format or medium containing statements which may be offensive to individuals in a particular protected status group, such as racial or ethnic stereotypes or caricatures.
- Unwelcome or unsolicited physical conduct, including but not limited to, touching, patting, pinching, hugging, kissing, grabbing, brushing against another person's body, assaulting, or impeding or blocking movements.
- Retaliation against an employee or threatening retaliation against an employee for making harassment reports or for participating in a harassment investigation.
- Discrimination against any job applicant or employee in hiring, promotions, assignments, termination, or any term, condition, or privilege of employment.
- Harassment, discrimination, or retaliation in any form on the basis of any legally protected status.

The City's policy prohibits males from sexually harassing females or other males, and females from sexually harassing males or other females.

FRIENDLY INTERACTION OR SEXUAL HARASSMENT

There is a clear line in most cases between mutual attraction and a consensual exchange and unwelcome behavior or pressure for an intimate relationship. A friendly, interaction between two persons who are receptive to one another is not considered unwelcome or harassment. Employees are free to form social relationships of their own choosing. However, when one employee is pursuing or forcing a relationship upon another who does not like or want it, regardless of friendly intentions, the behavior is unwelcome sexual behavior. An employee confronted with these actions by a co-worker should inform the harasser that such behavior is offensive and tell the harasser to stop. Another person does not have to tell the harasser to stop for the conduct to be considered harassment and unwelcome. Certainly if an employee is advised by a co-worker that his or her behavior is offensive, the employee must immediately stop the behavior, regardless of whether the employee asked to stop agrees with the other person's perception of his or her intentions.

An employee engaging in conduct prohibited by this policy shall be subject to appropriate disciplinary action, up to and including termination of employment. Any employee engaging in inappropriate conduct of a harassing nature on the basis of a protected status that is prohibited under federal or state anti-discrimination statutes shall be subject to appropriate disciplinary action, up to and including termination of employment.

RESPONSIBILITIES WHEN HARASSMENT OCCURS

Employees' responsibilities when subjected to harassment

Any employee who believes he or she has been subjected to harassment prohibited by this policy should immediately tell the harasser to stop his or her unwanted behavior and immediately report that behavior to his or her supervisor or to the City's Human Resources Department. An employee is not required to complain first to his or her supervisor, including if that supervisor is the individual engaging in the unwanted behavior. Employees may report any incidents directly to the Human Resources Director, who is located in the Human Resources Department and can be reached at (916) 774-5475, or as otherwise described below.

Employees' responsibilities with knowledge of harassment

Any employee who is aware of harassment in the workplace, whether or not the harassment is directed at them, has the responsibility of reporting the incident(s) to his or her supervisor or to the City's Human Resources Department.

Supervisors' responsibilities

Supervisors are responsible for enforcing the City's Harassment, Discrimination, and Retaliation Prevention Policy. Supervisors must ensure that all employees are aware of the City's policy through open discussion of the policy at staff meetings and by posting the policy in a conspicuous location accessible to all staff members. Supervisors should be cognizant of employees' behavior and shall not permit any employee under his or her authority to be subject to or engage in any conduct prohibited by the City's policy. Supervisors who receive complaints or who observe conduct prohibited by this policy shall inform the harassing employee to cease the conduct immediately and shall inform the Human Resources Department. The Human Resources Director is available to provide guidance, training and assistance as required. The City will take disciplinary action, up to and including termination, against any supervisor who fails in his or her responsibility to take immediate action in response to an employee's complaint of harassment or to stop

harassing conduct committed in his or her presence or to stop harassing conduct about which the supervisor has knowledge.

The City does not consider conduct in violation of this policy to be within the course and scope of employment and does not sanction such conduct on the part of any employee, including supervisory and management employees.

Enforcement Responsibilities

The City's harassment policy will be enforced by the City Manager, all Department Heads, and staff from the Human Resources Department. The Human Resources Director is responsible for investigating complaints. Each reported incident will be investigated promptly, impartially and in a confidential manner, accompanied by appropriate disposition of the complaint. Persons making false complaints will be subject to appropriate disciplinary actions.

OUTSIDE AGENCIES

In addition to notifying the City about harassment or retaliation complaints, affected employees may also direct their complaints to the following external agencies:

Department of Fair Employment and Housing ("DFEH")
Sacramento District Office
2218 Kausen Drive, Suite 100
Elk Grove, CA 95758
Phone: (800) 884-1684

Equal Employment Opportunity Commission ("EEOC")
1301 Clay Street
Suite 1170-N
Oakland, CA 94612-5217
Phone: 1-800-669-4000

There are time limits for filing complaints with the DFEH and EEOC. Employees are advised to contact the DFEH or EEOC directly to obtain information on the time limits for filing complaints with these agencies.

If you have any questions or need information regarding your protections under pertinent laws regarding harassment or your rights regarding filing a complaint with the above compliance agencies, you may contact the City's Human Resources Department for assistance at (916) 774-5475.

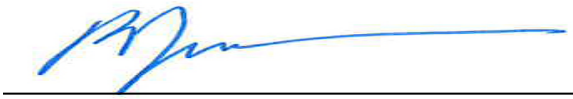
CONFIDENTIALITY

Investigations of alleged incidents of workplace harassment will be conducted in the most confidential manner possible. Individuals other than the immediate parties may be contacted during the fact-finding investigation process. All contacted parties are to cooperate fully and refrain from discussing the case outside the formal investigation process. Information regarding the allegations and investigation of harassment will be limited to those who have a legitimate need to know.

CITY OF ROSEVILLE

ADMINISTRATIVE REGULATION

APPROVED:



Rob Jensen, City Manager

Number: A.R. 2.14

Date Effective: February 22, 1993

Date Revised: January 19, 2017

SUBJECT: ACCEPTANCE OF GIFTS AND GRATUITIES BY CITY EMPLOYEES

PURPOSE

The purpose of this regulation is to adopt a citywide procedure and standard for the acceptance of gifts and gratuities by City employees. Roseville Municipal Code Section 3.15.030 governs the acceptance of gifts and gratuities by City employees. In order to help ensure that employees comply with this section, department heads and supervisors shall be responsible for compliance with this policy. While the City does not encourage employees to accept gifts and gratuities, it is recognized there may be circumstances where they are appropriate. Employees should exercise good judgment in determining whether they should accept or decline any offer. This policy will serve to guide the employee in the event that a gift or gratuity is extended.

POLICY

1. No employee shall accept or receive any benefit from a gift, gratuity, or service of any kind with a cumulative value of $470.00 (as mandated by the Fair Political Practices Commission) from any single source in a calendar year, which may be directly or indirectly offered as a result, or in anticipation, of any employee's position or performance of duties with the City.

2. Any employee who receives any gift, gratuity, or service of any kind of a value in excess of $50.00 shall, within three (3) days of receipt, report in writing to their department head or to the City Manager (if the recipient is a department head), the donor, gift, value and the date the gift was received.

3. The reporting requirements imposed by Municipal Code Section 3.15.030 and this administrative regulation are in addition to and not a substitute for any requirements imposed pursuant to the Political Reform Act. The provisions of this section apply to all employees, regardless of whether or not they are designated employees pursuant to the Political Reform Act.

4. Sworn personnel are not to receive any gifts or gratuities except when waived by the Police or Fire Chief respectively, and with advance prior notice.

SEXUAL HARASSMENT INCLUDES MANY FORMS OF OFFENSIVE BEHAVIORS

BEHAVIORS THAT MAY BE SEXUAL HARASSMENT:

1. *Unwanted sexual advances*
2. *Offering employment benefits in exchange for sexual favors*
3. *Leering; gestures; or displaying sexually suggestive objects, pictures, cartoons, or posters*
4. *Derogatory comments, epithets, slurs, or jokes*
5. *Graphic comments, sexually degrading words, or suggestive or obscene messages or invitations*
6. *Physical touching or assault, as well as impeding or blocking movements*

Actual or threatened retaliation for rejecting advances or complaining about harassment is also unlawful.

Employees or job applicants who believe that they have been sexually harassed or retaliated against may file a complaint of discrimination with DFEH within one year of the last act of harassment or retaliation. DFEH serves as a neutral fact-finder and attempts to help the parties voluntarily resolve disputes. If DFEH finds sufficient evidence to establish that discrimination occurred and settlement efforts fail, the Department may file a civil complaint in state or federal court to address the causes of the discrimination and on behalf of the complaining party. DFEH may seek court orders changing the employer's policies and practices, punitive damages, and attorney's fees and costs if it prevails in litigation. Employees can also pursue the matter through a private lawsuit in civil court after a complaint has been filed with DFEH and a Right-to-Sue Notice has been issued.

THE MISSION OF THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING IS TO PROTECT THE PEOPLE OF CALIFORNIA FROM UNLAWFUL DISCRIMINATION IN EMPLOYMENT, HOUSING AND PUBLIC ACCOMMODATIONS, AND FROM THE PERPETRATION OF ACTS OF HATE VIOLENCE AND HUMAN TRAFFICKING.

FOR MORE INFORMATION

Department of Fair Employment and Housing
Toll Free: (800) 884-1684
TTY: (800) 700-2320
Online: www.dfeh.ca.gov

Also find us on:

If you have a disability that prevents you from submitting a written intake form on-line, by mail, or email, the DFEH can assist you by scribing your intake by phone or, for individuals who are Deaf or Hard of Hearing or have speech disabilities, through the California Relay Service (711), or call us through your VRS at (800) 884-1684 (voice).

To schedule an appointment, contact the Communication Center at (800) 884-1684 (voice or via relay operator 711) or (800) 700-2320 (TTY) or by email at contact.center@dfeh.ca.gov.

The DFEH is committed to providing access to our materials in an alternative format as a reasonable accommodation for people with disabilities when requested.

Contact the DFEH at (800) 884-1684 (voice or via relay operator 711), TTY (800) 700-2320, or contact.center@dfeh.ca.gov to discuss your preferred format to access our materials or webpages.

DFEH-185-ENG / December 2017

SEXUAL HARASSMENT

THE FACTS

Sexual harassment is a form of discrimination based on sex/gender (including pregnancy, childbirth, or related medical conditions), gender identity, gender expression, or sexual orientation. Individuals of any gender can be the target of sexual harassment. Unlawful sexual harassment does not have to be motivated by sexual desire. Sexual harassment may involve harassment of a person of the same gender as the harasser, regardless of either person's sexual orientation or gender identity.

THERE ARE TWO TYPES OF SEXUAL HARASSMENT

1. *"Quid pro quo"* (Latin for "this for that") sexual harassment is when someone conditions a job, promotion, or other work benefit on your submission to sexual advances or other conduct based on sex.

2. *"Hostile work environment"* sexual harassment occurs when unwelcome comments or conduct based on sex unreasonably interfere with your work performance or create an intimidating, hostile, or offensive work environment. You may experience sexual harassment even if the offensive conduct was not aimed directly at you.

The harassment must be severe or pervasive to be unlawful. That means that it alters the conditions of your employment and creates an abusive work environment. A single act of harassment may be sufficiently severe to be unlawful.

CIVIL REMEDIES:

1. *Damages for emotional distress from each employer or person in violation of the law*
2. *Hiring or reinstatement*
3. *Back pay or promotion*
4. *Changes in the policies or practices of the employer*

EMPLOYER RESPONSIBILITY & LIABILITY

All employers, regardless of the number of employees, are covered by the harassment provisions of California law. Employers are liable for harassment by their supervisors or agents. All harassers, including both supervisory and non-supervisory personnel, may be held personally liable for harassment or for aiding and abetting harassment. The law requires employers to take reasonable steps to prevent harassment. If an employer fails to take such steps, that employer can be held liable for the harassment. In addition, an employer may be liable for the harassment by a non-employee (for example, a client or customer) of an employee, applicant, or person providing services for the employer. An employer will only be liable for this form of harassment if it knew or should have known of the harassment, and failed to take immediate and appropriate corrective action.

Employers have an affirmative duty to take reasonable steps to prevent and promptly correct discriminatory and harassing conduct, and to create a workplace free of harassment.

A program to eliminate sexual harassment from the workplace is not only required by law, but it is the most practical way for an employer to avoid or limit liability if harassment occurs.

ALL EMPLOYERS MUST TAKE THE FOLLOWING ACTIONS TO PREVENT HARASSMENT AND CORRECT IT WHEN IT OCCURS:

① Distribute copies of this brochure or an alternative writing that complies with Government Code 12950. This pamphlet may be duplicated in any quantity.

② Post a copy of the Department's employment poster entitled "California Law Prohibits Workplace Discrimination and Harassment."

③ Develop a harassment, discrimination, and retaliation prevention policy in accordance with 2 CCR 11023. The policy must:

- Be in writing.
- List all protected groups under the FEHA.
- Indicate that the law prohibits coworkers and third parties, as well as supervisors and managers with whom the employee comes into contact, from engaging in prohibited harassment.
- Create a complaint process that ensures confidentiality to the extent possible; a timely response; an impartial and timely investigation by qualified personnel; documentation and tracking for reasonable progress; appropriate options for remedial actions and resolutions; and timely closures.
- Provide a complaint mechanism that does not require an employee to complain directly to their immediate supervisor. That complaint mechanism must include, but is not limited to including: provisions for direct communication, either orally or in writing, with a designated company representative; and/or a complaint hotline; and/or access to an ombudsperson; and/or identification of DFEH and the United States Equal Employment Opportunity Commission as additional avenues for employees to lodge complaints.
- Instruct supervisors to report any complaints of misconduct to a designated company representative, such as a human resources manager, so that the company can try to resolve the claim internally. Employers with 50 or more employees are required to include this as a topic in mandated sexual harassment prevention training (see 2 CCR 11024).
- Indicate that when the employer receives allegations of misconduct, it will conduct a fair, timely, and thorough investigation that provides all parties appropriate due process and reaches reasonable conclusions based on the evidence collected.
- Make clear that employees shall not be retaliated against as a result of making a complaint or participating in an investigation.

④ Distribute its harassment, discrimination, and retaliation prevention policy by doing one or more of the following:

- Printing the policy and providing a copy to employees with an acknowledgement form for employees to sign and return.
- Sending the policy via email with an acknowledgment return form.
- Posting the current version of the policy on a company intranet with a tracking system to ensure all employees have read and acknowledged receipt of the policy.
- Discussing policies upon hire and/or during a new hire orientation session.
- Using any other method that ensures employees received and understand the policy.

⑤ If the employer's workforce at any facility or establishment contains ten percent or more of persons who speak a language other than English as their spoken language, that employer shall translate the harassment, discrimination, and retaliation policy into every language spoken by at least ten percent of the workforce.

⑥ In addition, employers who do business in California and employ 50 or more part-time or full-time employees must provide at least two hours of training regarding sexual harassment and harassment based on gender identity, gender expression, and sexual orientation every two years to each supervisory employee and to all new supervisory employees within six months of their assumption of a supervisory position.

Disruption of the Meeting

Speaking Under Public Comment to an Item Listed on the Agenda

The following is a script of what should be stated by the Chair if an individual is speaking to an item under Public Comment when the item appears on the agenda and refuses to stop speaking:

Speaking Under Public Comment to an Item Listed on the Agenda

(Name of Individual)_____you are speaking to an item listed elsewhere on the agenda. I cannot permit the public to address items during Public Comment if they are listed elsewhere on the agenda. You may address this item when the item is called upon.

Please take your seat.

_____

Speaker Continues:

(Name of Individual)_____ by continuing to speak to an item during Public Comment when it is listed elsewhere on the agenda, you are disrupting the orderly conduct of the meeting. If you continue, I will have to order you to leave the meeting.

Do you understand this warning?

Please take your seat.

_____

Speaker Continues:

(Name of Individual)_____you have been given fair warning, and you have persisted in disrupting this meeting. I therefore order you to leave this meeting.*

*If a police officer is present at your meeting, have the officer escort the individual from the meeting. If no officer is present, recess the meeting and call for an officer to respond in order to avoid further confrontation during the meeting. Once the individual is removed, reconvene the meeting.

Speaking From the Audience

The following is a script of what should be stated by the Chair if an individual is speaking from the audience and refuses to stop making comments or gestures:

Speaking From the Audience

(Name of Individual)_____please do not disrupt the proceedings of the meeting from the audience.

_____

Speaker Continues:

(Name of Individual)_____by continuing to speak from the audience, you are disrupting the orderly conduct of the meeting. I am therefore giving you a warning If you continue, I will have to order you to leave the meeting.

Do you understand this warning?

_____

Speaker Continues:

(Name of Individual)_____ you have been given fair warning, and you have persisted in disrupting this meeting. I therefore order you to leave this meeting.*

*If a police officer is present at your meeting, have the officer escort the individual from the meeting. If no officer is present, recess the meeting and call for an officer to respond in order to avoid further confrontation during the meeting. Once the individual is removed, reconvene the meeting.

Repetitious Comments

The following is a script of what should be stated by the Chair if an individual is being repetitious:

Repetitious Comments

(Name of Individual)_____you have made this same point to the members on numerous occasions at this meeting (or at past meetings). Everyone on the Commission (or Board) has heard you make this point several times already. You are therefore being repetitious and disrupting the orderly conduct of the meeting, so I am giving you a warning, under Section 4.9 (b) of the Council's Rules of Procedure, that if you continue to repeat at this point, I will order you to leave this meeting.

_____

(

Speaker Continues:

(Name of Individual)_____ you have been given fair warning just now, and you have persisted in disrupting this meeting. I therefore order you to leave this meeting. Please escort Mr./Mrs. _____ from the meeting and ensure that he/she does not return tonight.

*If a police officer is present at your meeting, have the officer escort the individual from the meeting. If no officer is present, recess the meeting and call for an officer to respond in order to avoid further confrontation during the meeting. Once the individual is removed, reconvene the meeting.

Exceeds the 3 or 5 Minute Speaking Limit

The following is a script of what should be stated by the Chair if an individual will not conclude their comments within the prescribed time limit:

Exceeds the 3 or 5 Minute Speaking Limit

Name of Individual) you have used your 3/5 minute speaking time.

Please take your seat.

_____

Speaker Continues:

(Name of Individual) by continuing to speak after the 3/5 time limit has expired, you are disrupting the orderly conduct of the meeting. I am therefore giving you a warning under Roseville Police Department Procedure Manual Section 4.10 (b) [if during Public Comment portion of the Agenda] or Section 4.75 [if during an agenda item].

If any person fails or refuses to abide by these rules, the presiding officer may declare that the speaker is disrupting, disturbing or impeding the orderly conduct to the meeting and have the speaker removed from the meeting.

If you continue, I will have to order you to leave the meeting.

Do you understand this warning?

Please take your seat

_____

Speaker Continues:

(Name of Individual) you have been given fair warning, and you have persisted in disrupting this meeting. I therefore order you to leave this meeting.*

*If a police officer is present at your meeting, have the officer escort the individual from the meeting. If no officer is present, recess the meeting and call for an officer to respond in order to avoid further confrontation during the meeting. Once the individual is removed, reconvene the meeting.

Rosenberg's Rules of Order

REVISED 2011

Simple Rules of Parliamentary Procedure for the 21st Century

By Judge Dave Rosenberg

LEAGUE® OF CALIFORNIA CITIES

MISSION AND CORE BELIEFS

To expand and protect local control for cities through education and advocacy to enhance the quality of life for all Californians.

VISION

To be recognized and respected as the leading advocate for the common interests of California's cities.

About the League of California Cities

Established in 1898, the League of California Cities is a member organization that represents California's incorporated cities. The League strives to protect the local authority and automony of city government and help California's cities effectively serve their residents. In addition to advocating on cities' behalf at the state capitol, the League provides its members with professional development programs and information resources, conducts education conferences and research, and publishes Western City magazine.

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About the Author

Dave Rosenberg is a Superior Court Judge in Yolo County. He has served as presiding judge of his court, and as presiding judge of the Superior Court Appellate Division. He also has served as chair of the Trial Court Presiding Judges Advisory Committee (the committee composed of all 58 California presiding judges) and as an advisory member of the California Judicial Council. Prior to his appointment to the bench, Rosenberg was member of the Yolo County Board of Supervisors, where he served two terms as chair. Rosenberg also served on the Davis City Council, including two terms as mayor. He has served on the senior staff of two governors, and worked for 19 years in private law practice. Rosenberg has served as a member and chair of numerous state, regional and local boards. Rosenberg chaired the California State Lottery Commission, the California Victim Compensation and Government Claims Board, the Yolo-Solano Air Quality Management District, the Yolo County Economic Development Commission, and the Yolo County Criminal Justice Cabinet. For many years, he has taught classes on parliamentary procedure and has served as parliamentarian for large and small bodies.

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Introduction

The rules of procedure at meetings should be simple enough for most people to understand. Unfortunately, that has not always been the case. Virtually all clubs, associations, boards, councils and bodies follow a set of rules — *Robert's Rules of Order* — which are embodied in a small, but complex, book. Virtually no one I know has actually read this book cover to cover. Worse yet, the book was written for another time and for another purpose. If one is chairing or running a parliament, then *Robert's Rules of Order* is a dandy and quite useful handbook for procedure in that complex setting. On the other hand, if one is running a meeting of say, a five-member body with a few members of the public in attendance, a simplified version of the rules of parliamentary procedure is in order.

Hence, the birth of *Rosenberg's Rules of Order*.

What follows is my version of the rules of parliamentary procedure, based on my decades of experience chairing meetings in state and local government. These rules have been simplified for the smaller bodies we chair or in which we participate, slimmed down for the 21st Century, yet retaining the basic tenets of order to which we have grown accustomed. Interestingly enough, *Rosenberg's Rules* has found a welcoming audience. Hundreds of cities, counties, special districts, committees, boards, commissions, neighborhood associations and private corporations and companies have adopted *Rosenberg's Rules* in lieu of *Robert's Rules* because they have found them practical, logical, simple, easy to learn and user friendly.

This treatise on modern parliamentary procedure is built on a foundation supported by the following four pillars:

1. **Rules should establish order.** The first purpose of rules of parliamentary procedure is to establish a framework for the orderly conduct of meetings.
2. **Rules should be clear.** Simple rules lead to wider understanding and participation. Complex rules create two classes: those who understand and participate; and those who do not fully understand and do not fully participate.
3. **Rules should be user friendly.** That is, the rules must be simple enough that the public is invited into the body and feels that it has participated in the process.
4. **Rules should enforce the will of the majority while protecting the rights of the minority.** The ultimate purpose of rules of procedure is to encourage discussion and to facilitate decision making by the body. In a democracy, majority rules. The rules must enable the majority to express itself and fashion a result, while permitting the minority to also express itself, but not dominate, while fully participating in the process.

Establishing a Quorum

The starting point for a meeting is the establishment of a quorum. A quorum is defined as the minimum number of members of the body who must be present at a meeting for business to be legally transacted. The default rule is that a quorum is one more than half the body. For example, in a five-member body a quorum is three. When the body has three members present, it can legally transact business. If the body has less than a quorum of members present, it cannot legally transact business. And even if the body has a quorum to begin the meeting, the body can lose the quorum during the meeting when a member departs (or even when a member leaves the dais). When that occurs the body loses its ability to transact business until and unless a quorum is reestablished.

The default rule, identified above, however, gives way to a specific rule of the body that establishes a quorum. For example, the rules of a particular five-member body may indicate that a quorum is four members for that particular body. The body must follow the rules it has established for its quorum. In the absence of such a specific rule, the quorum is one more than half the members of the body.

The Role of the Chair

While all members of the body should know and understand the rules of parliamentary procedure, it is the chair of the body who is charged with applying the rules of conduct of the meeting. The chair should be well versed in those rules. For all intents and purposes, the chair makes the final ruling on the rules every time the chair states an action. In fact, all decisions by the chair are final unless overruled by the body itself.

Since the chair runs the conduct of the meeting, it is usual courtesy for the chair to play a less active role in the debate and discussion than other members of the body. This does not mean that the chair should not participate in the debate or discussion. To the contrary, as a member of the body, the chair has the full right to participate in the debate, discussion and decision-making of the body. What the chair should do, however, is strive to be the last to speak at the discussion and debate stage. The chair should not make or second a motion unless the chair is convinced that no other member of the body will do so at that point in time.

The Basic Format for an Agenda Item Discussion

Formal meetings normally have a written, often published agenda. Informal meetings may have only an oral or understood agenda. In either case, the meeting is governed by the agenda and the agenda constitutes the body's agreed-upon roadmap for the meeting. Each agenda item can be handled by the chair in the following basic format:

First, the chair should clearly announce the agenda item number and should clearly state what the agenda item subject is. The chair should then announce the format (which follows) that will be followed in considering the agenda item.

Second, following that agenda format, the chair should invite the appropriate person or persons to report on the item, including any recommendation that they might have. The appropriate person or persons may be the chair, a member of the body, a staff person, or a committee chair charged with providing input on the agenda item.

Third, the chair should ask members of the body if they have any technical questions of clarification. At this point, members of the body may ask clarifying questions to the person or persons who reported on the item, and that person or persons should be given time to respond.

Fourth, the chair should invite public comments, or if appropriate at a formal meeting, should open the public meeting for public input. If numerous members of the public indicate a desire to speak to the subject, the chair may limit the time of public speakers. At the conclusion of the public comments, the chair should announce that public input has concluded (or the public hearing, as the case may be, is closed).

Fifth, the chair should invite a motion. The chair should announce the name of the member of the body who makes the motion.

Sixth, the chair should determine if any member of the body wishes to second the motion. The chair should announce the name of the member of the body who seconds the motion. It is normally good practice for a motion to require a second before proceeding to ensure that it is not just one member of the body who is interested in a particular approach. However, a second is not an absolute requirement, and the chair can proceed with consideration and vote on a motion even when there is no second. This is a matter left to the discretion of the chair.

Seventh, if the motion is made and seconded, the chair should make sure everyone understands the motion.

This is done in one of three ways:

1. The chair can ask the maker of the motion to repeat it;
2. The chair can repeat the motion; or
3. The chair can ask the secretary or the clerk of the body to repeat the motion.

Eighth, the chair should now invite discussion of the motion by the body. If there is no desired discussion, or after the discussion has ended, the chair should announce that the body will vote on the motion. If there has been no discussion or very brief discussion, then the vote on the motion should proceed immediately and there is no need to repeat the motion. If there has been substantial discussion, then it is normally best to make sure everyone understands the motion by repeating it.

Ninth, the chair takes a vote. Simply asking for the "ayes" and then asking for the "nays" normally does this. If members of the body do not vote, then they "abstain." Unless the rules of the body provide otherwise (or unless a super majority is required as delineated later in these rules), then a simple majority (as defined in law or the rules of the body as delineated later in these rules) determines whether the motion passes or is defeated.

Tenth, the chair should announce the result of the vote and what action (if any) the body has taken. In announcing the result, the chair should indicate the names of the members of the body, if any, who voted in the minority on the motion. This announcement might take the following form: "The motion passes by a vote of 3-2, with Smith and Jones dissenting. We have passed the motion requiring a 10-day notice for all future meetings of this body."

Motions in General

Motions are the vehicles for decision making by a body. It is usually best to have a motion before the body prior to commencing discussion of an agenda item. This helps the body focus.

Motions are made in a simple two-step process. First, the chair should recognize the member of the body. Second, the member of the body makes a motion by preceding the member's desired approach with the words "I move … "

A typical motion might be: "I move that we give a 10-day notice in the future for all our meetings."

The chair usually initiates the motion in one of three ways:

1. **Inviting the members of the body to make a motion,** for example, "A motion at this time would be in order."
2. **Suggesting a motion to the members of the body,** "A motion would be in order that we give a 10-day notice in the future for all our meetings."
3. **Making the motion.** As noted, the chair has every right as a member of the body to make a motion, but should normally do so only if the chair wishes to make a motion on an item but is convinced that no other member of the body is willing to step forward to do so at a particular time.

The Three Basic Motions

There are three motions that are the most common and recur often at meetings:

The basic motion. The basic motion is the one that puts forward a decision for the body's consideration. A basic motion might be: "I move that we create a five-member committee to plan and put on our annual fundraiser."

The motion to amend. If a member wants to change a basic motion that is before the body, they would move to amend it. A motion to amend might be: "I move that we amend the motion to have a 10-member committee." A motion to amend takes the basic motion that is before the body and seeks to change it in some way.

The substitute motion. If a member wants to completely do away with the basic motion that is before the body, and put a new motion before the body, they would move a substitute motion. A substitute motion might be: "I move a substitute motion that we cancel the annual fundraiser this year."

"Motions to amend" and "substitute motions" are often confused, but they are quite different, and their effect (if passed) is quite different. A motion to amend seeks to retain the basic motion on the floor, but modify it in some way. A substitute motion seeks to throw out the basic motion on the floor, and substitute a new and different motion for it. The decision as to whether a motion is really a "motion to amend" or a "substitute motion" is left to the chair. So if a member makes what that member calls a "motion to amend," but the chair determines that it is really a "substitute motion," then the chair's designation governs.

A "friendly amendment" is a practical parliamentary tool that is simple, informal, saves time and avoids bogging a meeting down with numerous formal motions. It works in the following way: In the discussion on a pending motion, it may appear that a change to the motion is desirable or may win support for the motion from some members. When that happens, a member who has the floor may simply say, "I want to suggest a friendly amendment to the motion." The member suggests the friendly amendment, and if the maker and the person who seconded the motion pending on the floor accepts the friendly amendment, that now becomes the pending motion on the floor. If either the maker or the person who seconded rejects the proposed friendly amendment, then the proposer can formally move to amend.

Multiple Motions Before the Body

There can be up to three motions on the floor at the same time. The chair can reject a fourth motion until the chair has dealt with the three that are on the floor and has resolved them. This rule has practical value. More than three motions on the floor at any given time is confusing and unwieldy for almost everyone, including the chair.

When there are two or three motions on the floor (after motions and seconds) at the same time, the vote should proceed *first* on the *last* motion that is made. For example, assume the first motion is a basic "motion to have a five-member committee to plan and put on our annual fundraiser." During the discussion of this motion, a member might make a second motion to "amend the main motion to have a 10-member committee, not a five-member committee to plan and put on our annual fundraiser." And perhaps, during that discussion, a member makes yet a third motion as a "substitute motion that we not have an annual fundraiser this year." The proper procedure would be as follows:

First, the chair would deal with the *third* (the last) motion on the floor, the substitute motion. After discussion and debate, a vote would be taken first on the third motion. If the substitute motion *passed*, it would be a substitute for the basic motion and would eliminate it. The first motion would be moot, as would the second motion (which sought to amend the first motion), and the action on the agenda item would be completed on the passage by the body of the third motion (the substitute motion). No vote would be taken on the first or second motions.

Second, if the substitute motion *failed*, the chair would then deal with the second (now the last) motion on the floor, the motion to amend. The discussion and debate would focus strictly on the amendment (should the committee be five or 10 members). If the motion to amend *passed*, the chair would then move to consider the main motion (the first motion) as *amended*. If the motion to amend *failed,* the chair would then move to consider the main motion (the first motion) in its original format, not amended.

Third, the chair would now deal with the first motion that was placed on the floor. The original motion would either be in its original format (five-member committee), or if *amended*, would be in its amended format (10-member committee). The question on the floor for discussion and decision would be whether a committee should plan and put on the annual fundraiser.

To Debate or Not to Debate

The basic rule of motions is that they are subject to discussion and debate. Accordingly, basic motions, motions to amend, and substitute motions are all eligible, each in their turn, for full discussion before and by the body. The debate can continue as long as members of the body wish to discuss an item, subject to the decision of the chair that it is time to move on and take action.

There are exceptions to the general rule of free and open debate on motions. The exceptions all apply when there is a desire of the body to move on. The following motions are not debatable (that is, when the following motions are made and seconded, the chair must immediately call for a vote of the body without debate on the motion):

Motion to adjourn. This motion, if passed, requires the body to immediately adjourn to its next regularly scheduled meeting. It requires a simple majority vote.

Motion to recess. This motion, if passed, requires the body to immediately take a recess. Normally, the chair determines the length of the recess which may be a few minutes or an hour. It requires a simple majority vote.

Motion to fix the time to adjourn. This motion, if passed, requires the body to adjourn the meeting at the specific time set in the motion. For example, the motion might be: "I move we adjourn this meeting at midnight." It requires a simple majority vote.

Motion to table. This motion, if passed, requires discussion of the agenda item to be halted and the agenda item to be placed on "hold." The motion can contain a specific time in which the item can come back to the body. "I move we table this item until our regular meeting in October." Or the motion can contain no specific time for the return of the item, in which case a motion to take the item off the table and bring it back to the body will have to be taken at a future meeting. A motion to table an item (or to bring it back to the body) requires a simple majority vote.

Motion to limit debate. The most common form of this motion is to say, "I move the previous question" or "I move the question" or "I call the question" or sometimes someone simply shouts out "question." As a practical matter, when a member calls out one of these phrases, the chair can expedite matters by treating it as a "request" rather than as a formal motion. The chair can simply inquire of the body, "any further discussion?" If no one wishes to have further discussion, then the chair can go right to the pending motion that is on the floor. However, if even one person wishes to discuss the pending motion further, then at that point, the chair should treat the call for the "question" as a formal motion, and proceed to it.

When a member of the body makes such a motion ("I move the previous question"), the member is really saying: "I've had enough debate. Let's get on with the vote." When such a motion is made, the chair should ask for a second, stop debate, and vote on the motion to limit debate. The motion to limit debate requires a two-thirds vote of the body.

NOTE: A motion to limit debate could include a time limit. For example: "I move we limit debate on this agenda item to 15 minutes." Even in this format, the motion to limit debate requires a two-thirds vote of the body. A similar motion is a *motion to object to consideration of an item.* This motion is not debatable, and if passed, precludes the body from even considering an item on the agenda. It also requires a two-thirds vote.

Majority and Super Majority Votes

In a democracy, a simple majority vote determines a question. A tie vote means the motion fails. So in a seven-member body, a vote of 4-3 passes the motion. A vote of 3-3 with one abstention means the motion fails. If one member is absent and the vote is 3-3, the motion still fails.

All motions require a simple majority, but there are a few exceptions. The exceptions come up when the body is taking an action which effectively cuts off the ability of a minority of the body to take an action or discuss an item. These extraordinary motions require a two-thirds majority (a super majority) to pass:

Motion to limit debate. Whether a member says, "I move the previous question," or "I move the question," or "I call the question," or "I move to limit debate," it all amounts to an attempt to cut off the ability of the minority to discuss an item, and it requires a two-thirds vote to pass.

Motion to close nominations. When choosing officers of the body (such as the chair), nominations are in order either from a nominating committee or from the floor of the body. A motion to close nominations effectively cuts off the right of the minority to nominate officers and it requires a two-thirds vote to pass.

Motion to object to the consideration of a question. Normally, such a motion is unnecessary since the objectionable item can be tabled or defeated straight up. However, when members of a body do not even want an item on the agenda to be considered, then such a motion is in order. It is not debatable, and it requires a two-thirds vote to pass.

Motion to suspend the rules. This motion is debatable, but requires a two-thirds vote to pass. If the body has its own rules of order, conduct or procedure, this motion allows the body to suspend the rules for a particular purpose. For example, the body (a private club) might have a rule prohibiting the attendance at meetings by non-club members. A motion to suspend the rules would be in order to allow a non-club member to attend a meeting of the club on a particular date or on a particular agenda item.

Counting Votes

The matter of counting votes starts simple, but can become complicated.

Usually, it's pretty easy to determine whether a particular motion passed or whether it was defeated. If a simple majority vote is needed to pass a motion, then one vote more than 50 percent of the body is required. For example, in a five-member body, if the vote is three in favor and two opposed, the motion passes. If it is two in favor and three opposed, the motion is defeated.

If a two-thirds majority vote is needed to pass a motion, then how many affirmative votes are required? The simple rule of thumb is to count the "no" votes and double that count to determine how many "yes" votes are needed to pass a particular motion. For example, in a seven-member body, if two members vote "no" then the "yes" vote of at least four members is required to achieve a two-thirds majority vote to pass the motion.

What about tie votes? In the event of a tie, the motion always fails since an affirmative vote is required to pass any motion. For example, in a five-member body, if the vote is two in favor and two opposed, with one member absent, the motion is defeated.

Vote counting starts to become complicated when members vote "abstain" or in the case of a written ballot, cast a blank (or unreadable) ballot. Do these votes count, and if so, how does one count them? The starting point is always to check the statutes.

In California, for example, for an action of a board of supervisors to be valid and binding, the action must be approved by a majority of the board. (California Government Code Section 25005.) Typically, this means three of the five members of the board must vote affirmatively in favor of the action. A vote of 2-1 would not be sufficient. A vote of 3-0 with two abstentions would be sufficient. In general law cities in

California, as another example, resolutions or orders for the payment of money and all ordinances require a recorded vote of the total members of the city council. (California Government Code Section 36936.) Cities with charters may prescribe their own vote requirements. Local elected officials are always well-advised to consult with their local agency counsel on how state law may affect the vote count.

After consulting state statutes, step number two is to check the rules of the body. If the rules of the body say that you count votes of "those present" then you treat abstentions one way. However, if the rules of the body say that you count the votes of those "present and voting," then you treat abstentions a different way. And if the rules of the body are silent on the subject, then the general rule of thumb (and default rule) is that you count all votes that are "present and voting."

Accordingly, under the "present and voting" system, you would **NOT** count abstention votes on the motion. Members who abstain are counted for purposes of determining quorum (they are "present"), but you treat the abstention votes on the motion as if they did not exist (they are not "voting"). On the other hand, if the rules of the body specifically say that you count votes of those "present" then you **DO** count abstention votes both in establishing the quorum and on the motion. In this event, the abstention votes act just like "no" votes.

How does this work in practice?
Here are a few examples.

Assume that a five-member city council is voting on a motion that requires a simple majority vote to pass, and assume further that the body has no specific rule on counting votes. Accordingly, the default rule kicks in and we count all votes of members that are "present and voting." If the vote on the motion is 3-2, the motion passes. If the motion is 2-2 with one abstention, the motion fails.

Assume a five-member city council voting on a motion that requires a two-thirds majority vote to pass, and further assume that the body has no specific rule on counting votes. Again, the default rule applies. If the vote is 3-2, the motion fails for lack of a two-thirds majority. If the vote is 4-1, the motion passes with a clear two-thirds majority. A vote of three "yes," one "no" and one "abstain" also results in passage of the motion. Once again, the abstention is counted only for the purpose of determining quorum, but on the actual vote on the motion, it is as if the abstention vote never existed — so an effective 3-1 vote is clearly a two-thirds majority vote.

Now, change the scenario slightly. Assume the same five-member city council voting on a motion that requires a two-thirds majority vote to pass, but now assume that the body **DOES** have a specific rule requiring a two-thirds vote of members "present." Under this specific rule, we must count the members present not only for quorum but also for the motion. In this scenario, any abstention has the same force and effect as if it were a "no" vote. Accordingly, if the votes were three "yes," one "no" and one "abstain," then the motion fails. The abstention in this case is treated like a "no" vote and effective vote of 3-2 is not enough to pass two-thirds majority muster.

Now, exactly how does a member cast an "abstention" vote? Any time a member votes "abstain" or says, "I abstain," that is an abstention. However, if a member votes "present" that is also treated as an abstention (the member is essentially saying, "Count me for purposes of a quorum, but my vote on the issue is abstain.") In fact, any manifestation of intention not to vote either "yes" or "no" on the pending motion may be treated by the chair as an abstention. If written ballots are cast, a blank or unreadable ballot is counted as an abstention as well.

Can a member vote "absent" or "count me as absent?" Interesting question. The ruling on this is up to the chair. The better approach is for the chair to count this as if the member had left his/her chair and is actually "absent." That, of course, affects the quorum. However, the chair may also treat this as a vote to abstain, particularly if the person does not actually leave the dais.

The Motion to Reconsider

There is a special and unique motion that requires a bit of explanation all by itself; the motion to reconsider. A tenet of parliamentary procedure is finality. After vigorous discussion, debate and a vote, there must be some closure to the issue. And so, after a vote is taken, the matter is deemed closed, subject only to reopening if a proper motion to consider is made and passed.

A motion to reconsider requires a majority vote to pass like other garden-variety motions, but there are two special rules that apply only to the motion to reconsider.

First, is the matter of timing. A motion to reconsider must be made at the meeting where the item was first voted upon. A motion to reconsider made at a later time is untimely. (The body, however, can always vote to suspend the rules and, by a two-thirds majority, allow a motion to reconsider to be made at another time.)

Second, a motion to reconsider may be made only by certain members of the body. Accordingly, a motion to reconsider may be made only by a member who voted in the majority on the original motion. If such a member has a change of heart, he or she may make the motion to reconsider (any other member of the body — including a member who voted in the minority on the original motion — may second the motion). If a member who voted in the minority seeks to make the motion to reconsider, it must be ruled out of order. The purpose of this rule is finality. If a member of minority could make a motion to reconsider, then the item could be brought back to the body again and again, which would defeat the purpose of finality.

If the motion to reconsider passes, then the original matter is back before the body, and a new original motion is in order. The matter may be discussed and debated as if it were on the floor for the first time.

Courtesy and Decorum

The rules of order are meant to create an atmosphere where the members of the body and the members of the public can attend to business efficiently, fairly and with full participation. At the same time, it is up to the chair and the members of the body to maintain common courtesy and decorum. Unless the setting is very informal, it is always best for only one person at a time to have the floor, and it is always best for every speaker to be first recognized by the chair before proceeding to speak.

The chair should always ensure that debate and discussion of an agenda item focuses on the item and the policy in question, not the personalities of the members of the body. Debate on policy is healthy, debate on personalities is not. The chair has the right to cut off discussion that is too personal, is too loud, or is too crude.

Debate and discussion should be focused, but free and open. In the interest of time, the chair may, however, limit the time allotted to speakers, including members of the body.

Can a member of the body interrupt the speaker? The general rule is "no." There are, however, exceptions. A speaker may be interrupted for the following reasons:

Privilege. The proper interruption would be, "point of privilege." The chair would then ask the interrupter to "state your point." Appropriate points of privilege relate to anything that would interfere with the normal comfort of the meeting. For example, the room may be too hot or too cold, or a blowing fan might interfere with a person's ability to hear.

Order. The proper interruption would be, "point of order." Again, the chair would ask the interrupter to "state your point." Appropriate points of order relate to anything that would not be considered appropriate conduct of the meeting. For example, if the chair moved on to a vote on a motion that permits debate without allowing that discussion or debate.

Appeal. If the chair makes a ruling that a member of the body disagrees with, that member may appeal the ruling of the chair. If the motion is seconded, and after debate, if it passes by a simple majority vote, then the ruling of the chair is deemed reversed.

Call for orders of the day. This is simply another way of saying, "return to the agenda." If a member believes that the body has drifted from the agreed-upon agenda, such a call may be made. It does not require a vote, and when the chair discovers that the agenda has not been followed, the chair simply reminds the body to return to the agenda item properly before them. If the chair fails to do so, the chair's determination may be appealed.

Withdraw a motion. During debate and discussion of a motion, the maker of the motion on the floor, at any time, may interrupt a speaker to withdraw his or her motion from the floor. The motion is immediately deemed withdrawn, although the chair may ask the person who seconded the motion if he or she wishes to make the motion, and any other member may make the motion if properly recognized.

Special Notes About Public Input

The rules outlined above will help make meetings very public-friendly. But in addition, and particularly for the chair, it is wise to remember three special rules that apply to each agenda item:

Rule One: Tell the public what the body will be doing.

Rule Two: Keep the public informed while the body is doing it.

Rule Three: When the body has acted, tell the public what the body did.

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A GUIDE TO THE RALPH M. BROWN ACT

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Appendix VII

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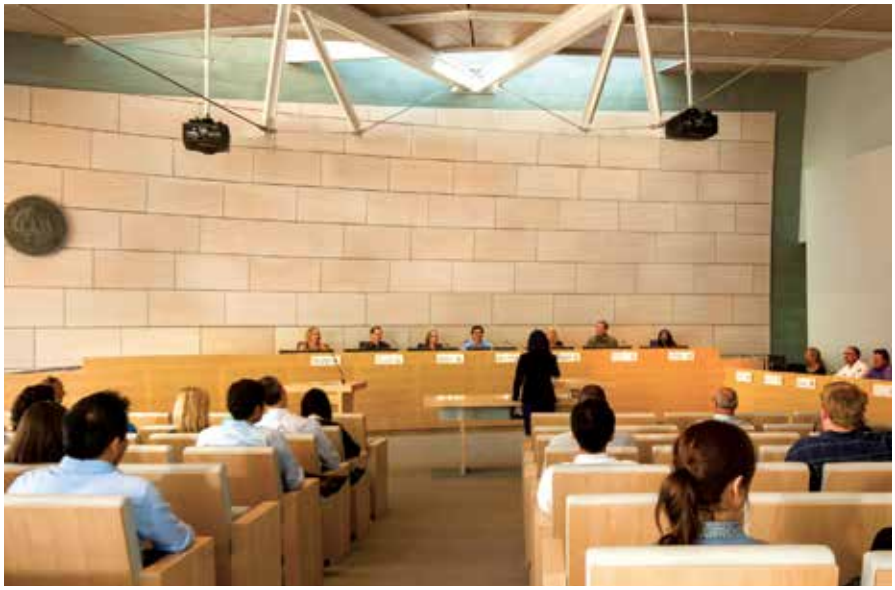

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Chapter 1

IT IS THE PEOPLE'S BUSINESS

The right of access

Two key parts of the Brown Act have not changed since its adoption in 1953. One is the Brown Act's initial section, declaring the Legislature's intent:

"In enacting this chapter, the Legislature finds and declares that the public commissions, boards and councils and the other public agencies in this State exist to aid in the conduct of the people's business. It is the intent of the law that their actions be taken openly and that their deliberations be conducted openly."

"The people of this State do not yield their sovereignty to the agencies which serve them. The people, in delegating authority, do not give their public servants the right to decide what is good for the people to know and what is not good for them to know. The people insist on remaining informed so that they may retain control over the instruments they have created."[1]

The people reconfirmed that intent 50 years later in the November 2004 election by adopting Proposition 59, amending the California Constitution to include a public right of access to government information:

> *"The people have the right of access to information concerning the conduct of the people's business, and, therefore, the meetings of public bodies and the writings of public officials and agencies shall be open to public scrutiny."*[2]

The Brown Act's other unchanged provision is a single sentence:

> *"All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter."*[3]

That one sentence is by far the most important of the entire Brown Act. If the opening is the soul, that sentence is the heart of the Brown Act.

PRACTICE TIP: The key to the Brown Act is a single sentence. In summary, all meetings shall be **open and public** except when the Brown Act authorizes otherwise.

Broad coverage

The Brown Act covers members of virtually every type of local government body, elected or appointed, decision-making or advisory. Some types of private organizations are covered, as are newly-elected members of a legislative body, even before they take office.

Similarly, meetings subject to the Brown Act are not limited to face-to-face gatherings. They also include any communication medium or device through which a majority of a legislative body

discusses, deliberates or takes action on an item of business outside of a noticed meeting. They include meetings held from remote locations by teleconference.

New communication technologies present new Brown Act challenges. For example, common email practices of forwarding or replying to messages can easily lead to a serial meeting prohibited by the Brown Act, as can participation by members of a legislative body in an internet chatroom or blog dialogue. Communicating during meetings using electronic technology (such as laptop computers, tablets, or smart phones) may create the perception that private communications are influencing the outcome of decisions; some state legislatures have banned the practice. On the other hand, widespread cablecasting and web streaming of meetings has greatly expanded public access to the decision-making process.

Narrow exemptions

The express purpose of the Brown Act is to assure that local government agencies conduct the public's business openly and publicly. Courts and the California Attorney General usually broadly construe the Brown Act in favor of greater public access and narrowly construe exemptions to its general rules.[4]

Generally, public officials should think of themselves as living in glass houses, and that they may only draw the curtains when it is in the public interest to preserve confidentiality. Closed sessions may be held only as specifically authorized by the provisions of the Brown Act itself.

The Brown Act, however, is limited to meetings among a majority of the members of multi-member government bodies when the subject relates to local agency business. It does not apply to independent conduct of individual decision-makers. It does not apply to social, ceremonial, educational, and other gatherings as long as a majority of the members of a body do not discuss issues related to their local agency's business. Meetings of temporary advisory committees — as distinguished from standing committees — made up solely of less than a quorum of a legislative body are not subject to the Brown Act.

The law does not apply to local agency staff or employees, but they may facilitate a violation by acting as a conduit for discussion, deliberation, or action by the legislative body.[5]

The law, on the one hand, recognizes the need of individual local officials to meet and discuss matters with their constituents. On the other hand, it requires — with certain specific exceptions to protect the community and preserve individual rights — that the decision-making process be public. Sometimes the boundary between the two is not easy to draw.

PRACTICE TIP: Think of the government's house as being made of glass. The curtains may be drawn only to further the public's interest. A local policy on the use of laptop computers, tablets, and smart phones during Brown Act meetings may help avoid problems.

Public participation in meetings

In addition to requiring the public's business to be conducted in open, noticed meetings, the Brown Act also extends to the public the right to participate in meetings. Individuals, lobbyists, and members of the news media possess the right to attend, record, broadcast, and participate in public meetings. The public's participation is further enhanced by the Brown Act's requirement that a meaningful agenda be posted in advance of meetings, by limiting discussion and action to matters listed on the agenda, and by requiring that meeting materials be made available.

Legislative bodies may, however, adopt reasonable regulations on public testimony and the conduct of public meetings, including measures to address disruptive conduct and irrelevant speech.

Controversy

Not surprisingly, the Brown Act has been a source of confusion and controversy since its inception. News media and government watchdogs often argue the law is toothless, pointing out that there has never been a single criminal conviction for a violation. They often suspect that closed sessions are being misused.

Public officials complain that the Brown Act makes it difficult to respond to constituents and requires public discussions of items better discussed privately — such as why a particular person should not be appointed to a board or commission. Many elected officials find the Brown Act inconsistent with their private business experiences. Closed meetings can be more efficient; they eliminate grandstanding and promote candor. The techniques that serve well in business — the working lunch, the sharing of information through a series of phone calls or emails, the backroom conversations and compromises — are often not possible under the Brown Act.

As a matter of public policy, California (along with many other states) has concluded that there is more to be gained than lost by conducting public business in the open. Government behind closed doors may well be efficient and business-like, but it may be perceived as unresponsive and untrustworthy.

PRACTICE TIP: Transparency is a foundational value for ethical government practices. The Brown Act is a floor, not a ceiling, for conduct.

Beyond the law — good business practices

Violations of the Brown Act can lead to invalidation of an agency's action, payment of a challenger's attorney fees, public embarrassment, even criminal prosecution. But the Brown Act is a floor, not a ceiling for conduct of public officials. This guide is focused not only on the Brown Act as a minimum standard, but also on meeting practices or activities that, legal or not, are likely to create controversy. Problems may crop up, for example, when agenda descriptions are too brief or vague, when an informal get-together takes on the appearance of a meeting, when an agency conducts too much of its business in closed session or discusses matters in closed session that are beyond the authorized scope, or when controversial issues arise that are not on the agenda.

The Brown Act allows a legislative body to adopt practices and requirements for greater access to meetings for itself and its subordinate committees and bodies that are more stringent than the law itself requires.[6] Rather than simply restate the basic requirements of the Brown Act, local open meeting policies should strive to anticipate and prevent problems in areas where the Brown Act does not provide full guidance. As with the adoption of any other significant policy, public comment should be solicited.

A local policy could build on these basic Brown Act goals:

- A legislative body's need to get its business done smoothly;
- The public's right to participate meaningfully in meetings, and to review documents used in decision-making at a relevant point in time;
- A local agency's right to confidentially address certain negotiations, personnel matters, claims and litigation; and
- The right of the press to fully understand and communicate public agency decision-making.

An explicit and comprehensive public meeting and information policy, especially if reviewed periodically, can be an important element in maintaining or improving public relations. Such a policy exceeds the absolute requirements of the law — but if the law were enough, this guide would be unnecessary. A narrow legalistic approach will not avoid or resolve potential controversies. An agency should consider going beyond the law, and look at its unique circumstances and determine if there is a better way to prevent potential problems and promote public trust. At the very least, local agencies need to think about how their agendas are structured in order to make Brown Act compliance easier. They need to plan carefully to make sure public participation fits smoothly into the process.

Achieving balance

The Brown Act should be neither an excuse for hiding the ball nor a mechanism for hindering efficient and orderly meetings. The Brown Act represents a balance among the interests of constituencies whose interests do not always coincide. It calls for openness in local government, yet should allow government to function responsively and productively.

There must be both adequate notice of what discussion and action is to occur during a meeting as well as a normal degree of spontaneity in the dialogue between elected officials and their constituents.

The ability of an elected official to confer with constituents or colleagues must be balanced against the important public policy prohibiting decision-making outside of public meetings.

In the end, implementation of the Brown Act must ensure full participation of the public and preserve the integrity of the decision-making process, yet not stifle government officials and impede the effective and natural operation of government.

PRACTICE TIP: The Brown Act should be viewed as a tool to facilitate the business of local government agencies. Local policies that go beyond the minimum requirements of law may help instill public confidence and avoid problems.

Historical note

In late 1951, *San Francisco Chronicle* reporter Mike Harris spent six weeks looking into the way local agencies conducted meetings. State law had long required that business be done in public, but Harris discovered secret meetings or caucuses were common. He wrote a 10-part series on "Your Secret Government" that ran in May and June 1952.

Out of the series came a decision to push for a new state open meeting law. Harris and Richard (Bud) Carpenter, legal counsel for the League of California Cities, drafted such a bill and Assembly Member Ralph M. Brown agreed to carry it. The Legislature passed the bill and Governor Earl Warren signed it into law in 1953.

The Ralph M. Brown Act, known as the Brown Act, has evolved under a series of amendments and court decisions, and has been the model for other open meeting laws — such as the Bagley-Keene Act, enacted in 1967 to cover state agencies.

Assembly Member Brown is best known for the open meeting law that carries his name. He was elected to the Assembly in 1942 and served 19 years, including the last three years as Speaker. He then became an appellate court justice.

ENDNOTES:

1 California Government Code section 54950

2 California Constitution, Art. 1, section 3(b)(1)

3 California Government Code section 54953(a)

4 This principle of broad construction when it furthers public access and narrow construction if a provision limits public access is also stated in the amendment to the State's Constitution adopted by Proposition 59 in 2004. California Constitution, Art. 1, section 3(b)(2).

5 California Government Code section 54952.2(b)(2) and (c)(1); *Wolfe v. City of Fremont* (2006) 144 Cal.App.4th 533

6 California Government Code section 54953.7

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Chapter 2

LEGISLATIVE BODIES

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Chapter 2

LEGISLATIVE BODIES

The Brown Act applies to the legislative bodies of local agencies. It defines "legislative body" broadly to include just about every type of decision-making body of a local agency.[1]

What is a "legislative body" of a local agency?

A "legislative body" includes:

- **The "governing body** of a local agency" and certain of its subsidiary bodies; "or any other local body created by state or federal statute."[2] This includes city councils, boards of supervisors, school boards and boards of trustees of special districts. A "local agency" is any city, county, city and county, school district, municipal corporation, successor agency to a redevelopment agency, district, political subdivision or other local public agency.[3] A housing authority is a local agency under the Brown Act even though it is created by and is an agent of the state.[4] The California Attorney General has opined that air pollution control districts and regional open space districts are also covered.[5] Entities created pursuant to joint powers agreements are also local agencies within the meaning of the Brown Act.[6]

PRACTICE TIP: The prudent presumption is that an advisory committee or task force is subject to the Brown Act. Even if one clearly is not, it may want to comply with the Brown Act. Public meetings may reduce the possibility of misunderstandings and controversy.

- **Newly-elected members** of a legislative body who have not yet assumed office must conform to the requirements of the Brown Act as if already in office.[7] Thus, meetings between incumbents and newly-elected members of a legislative body, such as a meeting between two outgoing members and a member-elect of a five-member body, could violate the Brown Act.

Q. On the morning following the election to a five-member legislative body of a local agency, two successful candidates, neither an incumbent, meet with an incumbent member of the legislative body for a celebratory breakfast. Does this violate the Brown Act?

A. *It might, and absolutely would if the conversation turns to agency business. Even though the candidates-elect have not officially been sworn in, the Brown Act applies. If purely a social event, there is no violation but it would be preferable if others were invited to attend to avoid the appearance of impropriety.*

- **Appointed bodies** — whether permanent or temporary, decision-making or advisory — including planning commissions, civil service commissions and other subsidiary committees, boards, and bodies. Volunteer groups, executive search committees, task forces, and blue ribbon committees created by formal action of the governing body are legislative bodies. When the members of two or more legislative bodies are appointed to serve on an entirely separate advisory group, the resulting body may be subject to the

Brown Act. In one reported case, a city council created a committee of two members of the city council and two members of the city planning commission to review qualifications of prospective planning commissioners and make recommendations to the council. The court held that their joint mission made them a legislative body subject to the Brown Act. Had the two committees remained separate; and met only to exchange information and report back to their respective boards, they would have been exempt from the Brown Act.[8]

- **Standing committees** of a legislative body, irrespective of their composition, which have either: (1) a continuing subject matter jurisdiction; or (2) a meeting schedule fixed by charter, ordinance, resolution, or formal action of a legislative body.[9] Even if it comprises less than a quorum of the governing body, a standing committee is subject to the Brown Act. For example, if a governing body creates long-term committees on budget and finance or on public safety, those are standing committees subject to the Brown Act. Further, according to the California Attorney General, function over form controls. For example, a statement by the legislative body that the advisory committee "shall not exercise continuing subject matter jurisdiction" or the fact that the committee does not have a fixed meeting schedule is not determinative.[10] "Formal action" by a legislative body includes authorization given to the agency's executive officer to appoint an advisory committee pursuant to agency-adopted policy.[11]
- The governing body of any **private organization** either: (1) created by the legislative body in order to exercise authority that may lawfully be delegated by such body to a private corporation, limited liability company or other entity; or (2) that receives agency funding and whose governing board includes a member of the legislative body of the local agency appointed by the legislative body as a full voting member of the private entity's governing board.[12] These include some nonprofit corporations created by local agencies.[13] If a local agency contracts with a private firm for a service (for example, payroll, janitorial, or food services), the private firm is not covered by the Brown Act.[14] When a member of a legislative body sits on a board of a private organization as a private person and is not appointed by the legislative body, the board will not be subject to the Brown Act. Similarly, when the legislative body appoints someone other than one of its own members to such boards, the Brown Act does not apply. Nor does it apply when a private organization merely receives agency funding.[15]

Q: The local chamber of commerce is funded in part by the city. The mayor sits on the chamber's board of directors. Is the chamber board a legislative body subject to the Brown Act?

A: *Maybe. If the chamber's governing documents require the mayor to be on the board and the city council appoints the mayor to that position, the board is a legislative body. If, however, the chamber board independently appoints the mayor to its board, or the mayor attends chamber board meetings in a purely advisory capacity, it is not.*

Q: If a community college district board creates an auxiliary organization to operate a campus bookstore or cafeteria, is the board of the organization a legislative body?

A: *Yes. But, if the district instead contracts with a private firm to operate the bookstore or cafeteria, the Brown Act would not apply to the private firm.*

- **Certain types of hospital operators.** A lessee of a hospital (or portion of a hospital)

PRACTICE TIP: It can be difficult to determine whether a subcommittee of a body falls into the category of a standing committee or an exempt temporary committee. Suppose a committee is created to explore the renewal of a franchise or a topic of similarly limited scope and duration. Is it an exempt temporary committee or a non-exempt standing committee? The answer may depend on factors such as how meeting schedules are determined, the scope of the committee's charge, or whether the committee exists long enough to have "continuing jurisdiction."

first leased under Health and Safety Code subsection 32121(p) after January 1, 1994, which exercises "material authority" delegated to it by a local agency, whether or not such lessee is organized and operated by the agency or by a delegated authority.[16]

What is not a "legislative body" for purposes of the Brown Act?

- A temporary advisory committee composed **solely of less than a quorum** of the legislative body that serves a limited or single purpose, that is not perpetual, and that will be dissolved once its specific task is completed is not subject to the Brown Act.[17] Temporary committees are sometimes called *ad hoc* committees, a term not used in the Brown Act. Examples include an advisory committee composed of less than a quorum created to interview candidates for a vacant position or to meet with representatives of other entities to exchange information on a matter of concern to the agency, such as traffic congestion.[18]
- Groups advisory to a single decision-maker or appointed by staff are not covered. The Brown Act applies only to committees created by formal action of the legislative body and not to committees created by others. A committee advising a superintendent of schools would not be covered by the Brown Act. However, the same committee, if created by formal action of the school board, would be covered.[19]

  Q. A member of the legislative body of a local agency informally establishes an advisory committee of five residents to advise her on issues as they arise. Does the Brown Act apply to this committee?

  A. *No, because the committee has not been established by formal action of the legislative body.*

  Q. During a meeting of the city council, the council directs the city manager to form an advisory committee of residents to develop recommendations for a new ordinance. The city manager forms the committee and appoints its members; the committee is instructed to direct its recommendations to the city manager. Does the Brown Act apply to this committee?

  A. *Possibly, because the direction from the city council might be regarded as a formal action of the body notwithstanding that the city manager controls the committee.*

- Individual decision makers who are not elected or appointed members of a legislative body are not covered by the Brown Act. For example, a disciplinary hearing presided over by a department head or a meeting of agency department heads are not subject to the Brown Act since such assemblies are not those of a legislative body.[20]
- Public employees, each acting individually and not engaging in collective deliberation on a specific issue, such as the drafting and review of an agreement, do not constitute a legislative body under the Brown Act, even if the drafting and review process was established by a legislative body.[21]
- County central committees of political parties are also not Brown Act bodies.[22]

ENDNOTES:

1 *Taxpayers for Livable Communities v. City of Malibu* (2005) 126 Cal.App.4th 1123, 1127

2 California Government Code section 54952(a) and (b)

3 California Government Code section 54951; Health and Safety Code section 34173(g) (successor agencies to former redevelopment agencies subject to the Brown Act). But see Education Code section 35147, which exempts certain school councils and school site advisory committees from the Brown Act and imposes upon them a separate set of rules.

4 *Torres v. Board of Commissioners of Housing Authority of Tulare County* (1979) 89 Cal.App.3d 545, 549-550

5 71 Ops.Cal.Atty.Gen. 96 (1988); 73 Ops.Cal.Atty.Gen. 1 (1990)

6 *McKee v. Los Angeles Interagency Metropolitan Police Apprehension Crime Task Force* (2005) 134 Cal. App.4th 354, 362

7 California Government Code section 54952.1

8 *Joiner v. City of Sebastopol* (1981) 125 Cal.App.3d 799, 804-805

9 California Government Code section 54952(b)

10 79 Ops.Cal.Atty.Gen. 69 (1996)

11 *Frazer v. Dixon Unified School District* (1993) 18 Cal.App.4th 781, 793

12 California Government Code section 54952(c)(1). Regarding private organizations that receive local agency funding, the same rule applies to a full voting member appointed prior to February 9, 1996 who, after that date, is made a non-voting board member by the legislative body. California Government Code section 54952(c)(2)

13 California Government Code section 54952(c)(1)(A); International Longshoremen's and Warehousemen's Union v. Los Angeles Export Terminal, Inc. (1999) 69 Cal.App.4th 287, 300; Epstein v. Hollywood Entertainment Dist. II Business Improvement District (2001) 87 Cal.App.4th 862, 876; see also 85 Ops.Cal.Atty.Gen. 55 (2002)

14 *International Longshoremen's and Warehousemen's Union v. Los Angeles Export Terminal* (1999) 69 Cal. App.4th 287, 300 fn. 5

15 "*The Brown Act, Open Meetings for Local Legislative Bodies,*" California Attorney General's Office (2003), p. 7

16 California Government Code section 54952(d)

17 California Government Code section 54952(b); see also *Freedom Newspapers, Inc. v. Orange County Employees Retirement System Board of Directors* (1993) 6 Cal.4th 821, 832.

18 *Taxpayers for Livable Communities v. City of Malibu* (2005) 126 Cal.App.4th 1123, 1129

19 56 Ops.Cal.Atty.Gen. 14, 16-17 (1973)

20 *Wilson v. San Francisco Municipal Railway* (1973) 29 Cal.App.3d 870, 878-879

21 *Golightly v. Molina* (2014) 229 Cal.App.4th 1501, 1513

22 59 Ops.Cal.Atty.Gen. 162, 164 (1976)

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Chapter 3

MEETINGS

The Brown Act only applies to meetings of local legislative bodies. The Brown Act defines a meeting as: "… and any congregation of a majority of the members of a legislative body at the same time and location, including teleconference location as permitted by Section 54953, to hear, discuss, deliberate, or take any action on any item that is within the subject matter jurisdiction of the legislative body."[1] The term "meeting" is not limited to gatherings at which action is taken but includes deliberative gatherings as well. A hearing before an individual hearing officer is not a meeting under the Brown Act because it is not a hearing before a legislative body.[2]

Brown Act meetings

Brown Act meetings include a legislative body's regular meetings, special meetings, emergency meetings, and adjourned meetings.

- **"Regular meetings"** are meetings occurring at the dates, times, and location set by resolution, ordinance, or other formal action by the legislative body and are subject to 72-hour posting requirements.[3]
- **"Special meetings"** are meetings called by the presiding officer or majority of the legislative body to discuss only discrete items on the agenda under the Brown Act's notice requirements for special meetings and are subject to 24-hour posting requirements.[4]
- **"Emergency meetings"** are a limited class of meetings held when prompt action is needed due to actual or threatened disruption of public facilities and are held on little notice.[5]
- **"Adjourned meetings"** are regular or special meetings that have been adjourned or re-adjourned to a time and place specified in the order of adjournment, with no agenda required for regular meetings adjourned for less than five calendar days as long as no additional business is transacted.[6]

Six exceptions to the meeting definition

The Brown Act creates six exceptions to the meeting definition:[7]

Individual Contacts

The first exception involves individual contacts between a member of the legislative body and any other person. The Brown Act does not limit a legislative body member acting on his or her own. This exception recognizes the right to confer with constituents, advocates, consultants, news reporters, local agency staff, or a colleague.

Individual contacts, however, cannot be used to do in stages what would be prohibited in one step. For example, a series of individual contacts that leads to discussion, deliberation, or action among a majority of the members of a legislative body is prohibited. Such serial meetings are discussed below.

Conferences

The second exception allows a legislative body majority to attend a conference or similar gathering open to the public that addresses issues of general interest to the public or to public agencies of the type represented by the legislative body.

Among other things, this exception permits legislative body members to attend annual association conferences of city, county, school, community college, and other local agency officials, so long as those meetings are open to the public. However, a majority of members cannot discuss among themselves, other than as part of the scheduled program, business of a specific nature that is within their local agency's subject matter jurisdiction.

Community Meetings

The third exception allows a legislative body majority to attend an open and publicized meeting held by another organization to address a topic of local community concern. A majority cannot discuss among themselves, other than as part of the scheduled program, business of a specific nature that is within the legislative body's subject matter jurisdiction. Under this exception, a legislative body majority may attend a local service club meeting or a local candidates' night if the meetings are open to the public.

> **"I see we have four distinguished members of the city council at our meeting tonight," said the chair of the Environmental Action Coalition. "I wonder if they have anything to say about the controversy over enacting a slow growth ordinance?"**
>
> *The Brown Act permits a majority of a legislative body to attend and speak at an open and publicized meeting conducted by another organization. The Brown Act may nevertheless be violated if a majority discusses, deliberates, or takes action on an item during the meeting of the other organization. There is a fine line between what is permitted and what is not; hence, members should exercise caution when participating in these types of events.*

Q. The local chamber of commerce sponsors an open and public candidate debate during an election campaign. Three of the five agency members are up for re-election and all three participate. All of the candidates are asked their views of a controversial project scheduled for a meeting to occur just after the election. May the three incumbents answer the question?

A. *Yes, because the Brown Act does not constrain the incumbents from expressing their views regarding important matters facing the local agency as part of the political process the same as any other candidates.*

Other Legislative Bodies

The fourth exception allows a majority of a legislative body to attend an open and publicized meeting of: (1) another body of the local agency; and (2) a legislative body of another local agency.[8] Again, the majority cannot discuss among themselves, other than as part of the scheduled meeting, business of a specific nature that is within their subject matter jurisdiction. This exception allows, for example, a city council or a majority of a board of supervisors to attend a controversial meeting of the planning commission.

Nothing in the Brown Act prevents the majority of a legislative body from sitting together at such a meeting. They may choose not to, however, to preclude any possibility of improperly discussing local agency business and to avoid the appearance of a Brown Act violation. Further, aside from the Brown Act, there may be other reasons, such as due process considerations, why the members should avoid giving public testimony or trying to influence the outcome of proceedings before a subordinate body.

Q. The entire legislative body intends to testify against a bill before the Senate Local Government Committee in Sacramento. Must this activity be noticed as a meeting of the body?

A. *No, because the members are attending and participating in an open meeting of another governmental body which the public may attend.*

Q. The members then proceed upstairs to the office of their local Assembly member to discuss issues of local interest. Must this session be noticed as a meeting and be open to the public?

A. *Yes, because the entire body may not meet behind closed doors except for proper closed sessions. The same answer applies to a private lunch or dinner with the Assembly member.*

Standing Committees

The fifth exception authorizes the attendance of a majority at an open and noticed meeting of a standing committee of the legislative body, provided that the legislative body members who are not members of the standing committee attend only as observers (meaning that they cannot speak or otherwise participate in the meeting).[9]

Q. The legislative body establishes a standing committee of two of its five members, which meets monthly. A third member of the legislative body wants to attend these meetings and participate. May she?

A. *She may attend, but only as an observer; she may not participate.*

Social or Ceremonial Events

The final exception permits a majority of a legislative body to attend a purely social or ceremonial occasion. Once again, a majority cannot discuss business among themselves of a specific nature that is within the subject matter jurisdiction of the legislative body.

Nothing in the Brown Act prevents a majority of members from attending the same football game, party, wedding, funeral, reception, or farewell. The test is not whether a majority of a legislative body attends the function, but whether business of a specific nature within the subject matter jurisdiction of the body is discussed. So long as no such business is discussed, there is no violation of the Brown Act.

Grand Jury Testimony

In addition, members of a legislative body, either individually or collectively, may give testimony in private before a grand jury.[10] This is the equivalent of a seventh exception to the Brown Act's definition of a "meeting."

Collective briefings

None of these exceptions permits a majority of a legislative body to meet together with staff in advance of a meeting for a collective briefing. Any such briefings that involve a majority of the body in the same place and time must be open to the public and satisfy Brown Act meeting notice and agenda requirements.

Retreats or workshops of legislative bodies

Gatherings by a majority of legislative body members at the legislative body's retreats, study sessions, or workshops are covered under the Brown Act. This is the case whether the retreat, study session, or workshop focuses on long-range agency planning, discussion of critical local issues, or team building and group dynamics.[11]

Q. The legislative body wants to hold a team-building session to improve relations among its members. May such a session be conducted behind closed doors?

A. *No, this is not a proper subject for a closed session, and there is no other basis to exclude the public. Council relations are a matter of public business.*

Serial meetings

One of the most frequently asked questions about the Brown Act involves serial meetings. At any one time, such meetings involve only a portion of a legislative body, but eventually involve a majority. The Brown Act provides that "[a] majority of the members of a legislative body shall not, outside a meeting … use a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item of business that is within the subject matter jurisdiction of the legislative body."[12] The problem with serial meetings is the process, which deprives the public of an opportunity for meaningful observation of and participation in legislative body decision-making.

The serial meeting may occur by either a "daisy chain" or a "hub and spoke" sequence. In the daisy chain scenario, Member A contacts Member B, Member B contacts Member C, Member C contacts Member D and so on, until a quorum has discussed, deliberated, or taken action on an item within the legislative body's subject matter jurisdiction. The hub and spoke process involves at least two scenarios. In the first scenario, Member A (the hub) sequentially contacts Members B, C, and D and so on (the spokes), until a quorum has been contacted. In the second scenario, a staff member (the hub), functioning as an intermediary for the legislative body or one of its members, communicates with a majority of members (the spokes) one-by-one for for discussion, deliberation, or a decision on a proposed action.[13] Another example of a serial meeting is when a chief executive officer (the hub) briefs a majority of members (the spokes) prior to a formal meeting and, in the process, information about the members' respective views is revealed. Each of these scenarios violates the Brown Act.

A legislative body member has the right, if not the duty, to meet with constituents to address their concerns. That member also has the right to confer with a colleague (but not with a majority of the body, counting the member) or appropriate staff about local agency business. An employee or official of a local agency may engage in separate conversations or communications outside of an open and noticed meeting "with members of a legislative body in order to answer questions or provide information regarding a matter that is within the subject matter jurisdiction of the local agency if that person does not communicate to members of the legislative body the comments or position of any other member or members of the legislative body."[14]

The Brown Act has been violated, however, if several one-on-one meetings or conferences leads to a discussion, deliberation, or action by a majority. In one case, a violation occurred when a quorum of a city council, by a letter that had been circulated among members outside of a formal meeting, directed staff to take action in an eminent domain proceeding.[15]

A unilateral written communication to the legislative body, such as an informational or advisory memorandum, does not violate the Brown Act.[16] Such a memo, however, may be a public record.[17]

> **The phone call was from a lobbyist. "Say, I need your vote for that project in the south area. How about it?"**
>
> **"Well, I don't know," replied Board Member Aletto. "That's kind of a sticky proposition. You sure you need my vote?"**
>
> **"Well, I've got Bradley and Cohen lined up and another vote leaning. With you I'd be over the top."**
>
> **Moments later, the phone rings again. "Hey, I've been hearing some rumbles on that south area project," said the newspaper reporter. "I'm counting noses. How are you voting on it?"**

Neither the lobbyist nor the reporter has violated the Brown Act, but they are facilitating

a violation. The board member may have violated the Brown Act by hearing about the positions of other board members and indeed coaxing the lobbyist to reveal the other board members' positions by asking "You sure you need my vote?" The prudent course is to avoid such leading conversations and to caution lobbyists, staff, and news media against revealing such positions of others.

> **The mayor sat down across from the city manager. "From now on," he declared, "I want you to provide individual briefings on upcoming agenda items. Some of this material is very technical, and the council members don't want to sound like idiots asking about it in public. Besides that, briefings will speed up the meeting."**

Agency employees or officials may have separate conversations or communications outside of an open and noticed meeting "with members of a legislative body in order to answer questions or provide information regarding a matter that is within the subject matter jurisdiction of the local agency if that person does not communicate to members of the legislative body the comments or position of any other member or members of the legislative body."[18] Members should always be vigilant when discussing local agency business with anyone to avoid conversations that could lead to a discussion, deliberation or action taken among the majority of the legislative body.

> **"Thanks for the information," said Council Member Kim. "These zoning changes can be tricky, and now I think I'm better equipped to make the right decision."**
>
> **"Glad to be of assistance," replied the planning director. "I'm sure Council Member Jones is OK with these changes. How are you leaning?"**
>
> **"Well," said Council Member Kim, "I'm leaning toward approval. I know that two of my colleagues definitely favor approval."**

The planning director should not disclose Jones' prospective vote, and Kim should not disclose the prospective votes of two of her colleagues. Under these facts, there likely has been a serial meeting in violation of the Brown Act.

PRACTICE TIP: When briefing legislative body members, staff must exercise care not to disclose other members' views and positions.

Q. The agency's website includes a chat room where agency employees and officials participate anonymously and often discuss issues of local agency business. Members of the legislative body participate regularly. Does this scenario present a potential for violation of the Brown Act?

A. *Yes, because it is a technological device that may serve to allow for a majority of members to discuss, deliberate, or take action on matters of agency business.*

Q. A member of a legislative body contacts two other members on a five-member body relative to scheduling a special meeting. Is this an illegal serial meeting?

A. *No, the Brown Act expressly allows a majority of a body to call a special meeting, though the members should avoid discussing the merits of what is to be taken up at the meeting.*

Particular care should be exercised when staff briefings of legislative body members occur by email because of the ease of using the "reply to all" button that may inadvertently result in a Brown Act violation.

Informal gatherings

Often members are tempted to mix business with pleasure — for example, by holding a post-meeting gathering. Informal gatherings at which local agency business is discussed or transacted violate the law if they are not conducted in conformance with the Brown Act.[19] A luncheon gathering in a crowded dining room violates the Brown Act if the public does not have an opportunity to attend, hear, or participate in the deliberations of members.

> **Thursday at 11:30 a.m., as they did every week, the board of directors of the Dry Gulch Irrigation District trooped into Pop's Donut Shoppe for an hour of talk and fellowship. They sat at the corner window, fronting on Main and Broadway, to show they had nothing to hide. Whenever he could, the managing editor of the weekly newspaper down the street hurried over to join the board.**

A gathering like this would not violate the Brown Act if board members scrupulously avoided talking about irrigation district issues — which might be difficult. This kind of situation should be avoided. The public is unlikely to believe the board members could meet regularly without discussing public business. A newspaper executive's presence in no way lessens the potential for a violation of the Brown Act.

Q. The agency has won a major victory in the Supreme Court on an issue of importance. The presiding officer decides to hold an impromptu press conference in order to make a statement to the print and broadcast media. All the other members show up in order to make statements of their own and be seen by the media. Is this gathering illegal?

A. *Technically there is no exception for this sort of gathering, but as long as members do not state their intentions as to future action to be taken and the press conference is open to the public, it seems harmless.*

Technological conferencing

Except for certain nonsubstantive purposes, such as scheduling a special meeting, a conference call including a majority of the members of a legislative body is an unlawful meeting. But, in an effort to keep up with information age technologies, the Brown Act specifically allows a legislative body to use any type of teleconferencing to meet, receive public comment and testimony, deliberate, or conduct a closed session.[20] While the Brown Act contains specific requirements for conducting a teleconference, the decision to use teleconferencing is entirely discretionary with the body. No person has a right under the Brown Act to have a meeting by teleconference.

"Teleconference" is defined as "a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either

audio or video, or both."[21] In addition to the specific requirements relating to teleconferencing, the meeting must comply with all provisions of the Brown Act otherwise applicable. The Brown Act contains the following teleconferencing requirements:[22]

- Teleconferencing may be used for all purposes during any meeting;
- At least a quorum of the legislative body must participate from locations within the local agency's jurisdiction;
- Additional teleconference locations may be made available for the public;
- Each teleconference location must be specifically identified in the notice and agenda of the meeting, including a full address and room number, as may be applicable;
- Agendas must be posted at each teleconference location, even if a hotel room or a residence;
- Each teleconference location, including a hotel room or residence, must be accessible to the public and have technology, such as a speakerphone, to enable the public to participate;
- The agenda must provide the opportunity for the public to address the legislative body directly at each teleconference location; and
- All votes must be by roll call.

Q. A member on vacation wants to participate in a meeting of the legislative body and vote by cellular phone from her car while driving from Washington, D.C. to New York. May she?

A. *She may not participate or vote because she is not in a noticed and posted teleconference location.*

The use of teleconferencing to conduct a legislative body meeting presents a variety of issues beyond the scope of this guide to discuss in detail. Therefore, before teleconferencing a meeting, legal counsel for the local agency should be consulted.

Location of meetings

The Brown Act generally requires all regular and special meetings of a legislative body, including retreats and workshops, to be held within the boundaries of the territory over which the local agency exercises jurisdiction.[23]

An open and publicized meeting of a legislative body may be held outside of agency boundaries if the purpose of the meeting is one of the following:[24]

- Comply with state or federal law or a court order, or attend a judicial conference or administrative proceeding in which the local agency is a party;
- Inspect real or personal property that cannot be conveniently brought into the local agency's territory, provided the meeting is limited to items relating to that real or personal property;

Q. The agency is considering approving a major retail mall. The developer has built other similar malls, and invites the entire legislative body to visit a mall outside the jurisdiction. May the entire body go?

A. *Yes, the Brown Act permits meetings outside the boundaries of the agency for specified reasons and inspection of property is one such reason. The field trip must be treated as a meeting and the public must be allowed to attend.*

- Participate in multiagency meetings or discussions; however, such meetings must be held within the boundaries of one of the participating agencies, and all of those agencies must give proper notice;
- Meet in the closest meeting facility if the local agency has no meeting facility within its boundaries, or meet at its principal office if that office is located outside the territory over which the agency has jurisdiction;
- Meet with elected or appointed federal or California officials when a local meeting would be impractical, solely to discuss a legislative or regulatory issue affecting the local agency and over which the federal or state officials have jurisdiction;
- Meet in or nearby a facility owned by the agency, provided that the topic of the meeting is limited to items directly related to the facility; or
- Visit the office of its legal counsel for a closed session on pending litigation, when to do so would reduce legal fees or costs.[25]

In addition, the governing board of a school or community college district may hold meetings outside of its boundaries to attend a conference on nonadversarial collective bargaining techniques, interview candidates for school district superintendent, or interview a potential employee from another district.[26] A school board may also interview members of the public residing in another district if the board is considering employing that district's superintendent.

Similarly, meetings of a joint powers authority can occur within the territory of at least one of its member agencies, and a joint powers authority with members throughout the state may meet anywhere in the state.[27]

Finally, if a fire, flood, earthquake, or other emergency makes the usual meeting place unsafe, the presiding officer can designate another meeting place for the duration of the emergency. News media that have requested notice of meetings must be notified of the designation by the most rapid means of communication available.[28]

Endnotes:

1 California Government Code section 54952.2(a)

2 *Wilson v. San Francisco Municipal Railway* (1973) 29 Cal.App.3d 870

3 California Government Code section 54954(a)

4 California Government Code section 54956

5 California Government Code section 54956.5

6 California Government Code section 54955

7 California Government Code section 54952.2(c)

8 California Government Code section 54952.2(c)(4)

9 California Government Code section 54952.2(c)(6)

10 California Government Code section 54953.1

11 "*The Brown Act,*" California Attorney General (2003), p. 10

12 California Government Code section 54952.2(b)(1)

13 *Stockton Newspaper Inc. v. Redevelopment Agency* (1985) 171 Cal.App.3d 95

14 California Government Code section 54952.2(b)(2)

15 *Common Cause v. Stirling* (1983) 147 Cal.App.3d 518

16 *Roberts v. City of Palmdale* (1993) 5 Cal.4th 363

17 California Government Code section 54957.5(a)

18 California Government Code section 54952.2(b)(2)

19 California Government Code section 54952.2; 43 Ops.Cal.Atty.Gen. 36 (1964)

20 California Government Code section 54953(b)(1)

21 California Government Code section 54953(b)(4)

22 California Government Code section 54953

23 California Government Code section 54954(b)

24 California Government Code section 54954(b)(1)-(7)

25 94 Ops.Cal.Atty.Gen. 15 (2011)

26 California Government Code section 54954(c)

27 California Government Code section 54954(d)

28 California Government Code section 54954(e)

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Chapter 4

AGENDAS, NOTICES, AND PUBLIC PARTICIPATION

Effective notice is essential for an open and public meeting. Whether a meeting is open or how the public may participate in that meeting is academic if nobody knows about the meeting.

Agendas for regular meetings

Every regular meeting of a legislative body of a local agency — including advisory committees, commissions, or boards, as well as standing committees of legislative bodies — must be preceded by a posted agenda that advises the public of the meeting and the matters to be transacted or discussed.

The agenda must be posted at least 72 hours before the regular meeting in a location "freely accessible to members of the public."[1] The courts have not definitively interpreted the "freely accessible" requirement. The California Attorney General has interpreted this provision to require posting in a location accessible to the public 24 hours a day during the 72-hour period, but any of the 72 hours may fall on a weekend.[2] This provision may be satisfied by posting on a touch screen electronic kiosk accessible without charge to the public 24 hours a day during the 72-hour period.[3] While posting an agenda on an agency's Internet website will not, by itself, satisfy the "freely accessible" requirement since there is no universal access to the internet, an agency has a supplemental obligation to post the agenda on its website if: (1) the local agency has a website; and (2) the legislative body whose meeting is the subject of the agenda is either (a) a governing body, or (b) has members that are compensated, with one or more members that are also members of a governing body.[4]

Q. May the meeting of a governing body go forward if its agenda was either inadvertently not posted on the city's website or if the website was not operational during part or all of the 72-hour period preceding the meeting?

A. *At a minimum, the Brown Act calls for "substantial compliance" with all agenda posting requirements, including posting to the agency website.[5] Should website technical difficulties arise, seek a legal opinion from your agency attorney. The California Attorney General has opined that technical difficulties which cause the website agenda to become inaccessible for a portion of the 72 hours preceding a meeting do not automatically or inevitably lead to a Brown Act violation, provided the agency can demonstrate substantial compliance.[6] This inquiry requires a fact-specific examination of whether the agency or its legislative body made "reasonably effective efforts to notify interested persons of a public meeting" through online posting and other available means.[7] The Attorney General's opinion suggests that this examination would include an evaluation of how long a technical problem persisted, the efforts made to correct the problem or otherwise ensure that the public was informed, and the actual effect the problem had on public*

awareness, among other factors.[8] The City Attorneys' Department has taken the position that obvious website technical difficulties do not require cancellation of a meeting, provided that the agency meets all other Brown Act posting requirements and the agenda is available on the website once the technical difficulties are resolved.

The agenda must state the meeting time and place and must contain "a brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session."[9] Special care should be taken to describe on the agenda each distinct action to be taken by the legislative body, and avoid overbroad descriptions of a "project" if the "project" is actually a set of distinct actions that must each be separately listed on the agenda.[10]

PRACTICE TIP: Putting together a meeting agenda requires careful thought.

Q. The agenda for a regular meeting contains the following items of business:

- Consideration of a report regarding traffic on Eighth Street; and
- Consideration of contract with ABC Consulting.

Are these descriptions adequate?

A. *If the first is, it is barely adequate. A better description would provide the reader with some idea of what the report is about and what is being recommended. The second is not adequate. A better description might read "consideration of a contract with ABC Consulting in the amount of $50,000 for traffic engineering services regarding traffic on Eighth Street."*

Q. The agenda includes an item entitled City Manager's Report, during which time the city manager provides a brief report on notable topics of interest, none of which are listed on the agenda.

Is this permissible?

A. *Yes, so long as it does not result in extended discussion or action by the body.*

A brief general description may not be sufficient for closed session agenda items. The Brown Act provides safe harbor language for the various types of permissible closed sessions. Substantial compliance with the safe harbor language is recommended to protect legislative bodies and elected officials from legal challenges.

Mailed agenda upon written request

The legislative body, or its designee, must mail a copy of the agenda or, if requested, the entire agenda packet, to any person who has filed a written request for such materials. These copies shall be mailed at the time the agenda is posted. If requested, these materials must be made available in appropriate alternative formats to persons with disabilities.

A request for notice is valid for one calendar year and renewal requests must be filed following January 1 of each year. The legislative body may establish a fee to recover the cost of providing the service. Failure of the requesting person to receive the agenda does not constitute grounds for invalidation of actions taken at the meeting.[11]

Notice requirements for special meetings

There is no express agenda requirement for special meetings, but the notice of the special meeting effectively serves as the agenda and limits the business that may be transacted or discussed. Written notice must be sent to each member of the legislative body (unless waived in writing by that member) and to each local newspaper of general circulation, and radio or television station that has requested such notice in writing. This notice must be delivered by personal delivery or any other means that ensures receipt, at least 24 hours before the time of the meeting.

The notice must state the time and place of the meeting, as well as all business to be transacted or discussed. It is recommended that the business to be transacted or discussed be described in the same manner that an item for a regular meeting would be described on the agenda — with a brief general description. As noted above, closed session items should be described in accordance with the Brown Act's safe harbor provisions to protect legislative bodies and elected officials from challenges of noncompliance with notice requirements.

The special meeting notice must also be posted at least 24 hours prior to the special meeting using the same methods as posting an agenda for a regular meeting: (1) at a site that is freely accessible to the public, and (2) on the agency's website if: (1) the local agency has a website; and (2) the legislative body whose meeting is the subject of the agenda is either (a) a governing body, or (b) has members that are compensated, with one or more members that are also members of a governing body.[12]

Notices and agendas for adjourned and continued meetings and hearings

A regular or special meeting can be adjourned and re-adjourned to a time and place specified in the order of adjournment.[13] If no time is stated, the meeting is continued to the hour for regular meetings. Whoever is present (even if they are less than a quorum) may so adjourn a meeting; if no member of the legislative body is present, the clerk or secretary may adjourn the meeting. If a meeting is adjourned for less than five calendar days, no new agenda need be posted so long as a new item of business is not introduced.[14] A copy of the order of adjournment must be posted within 24 hours after the adjournment, at or near the door of the place where the meeting was held.

A hearing can be continued to a subsequent meeting. The process is the same as for continuing adjourned meetings, except that if the hearing is continued to a time less than 24 hours away, a copy of the order or notice of continuance must be posted immediately following the meeting.[15]

Notice requirements for emergency meetings

The special meeting notice provisions apply to emergency meetings, except for the 24-hour notice.[16] News media that have requested written notice of special meetings must be notified by telephone at least one hour in advance of an emergency meeting, and all telephone numbers provided in that written request must be tried. If telephones are not working, the notice requirements are deemed waived. However, the news media must be notified as soon as possible of the meeting and any action taken.

News media may make a practice of having written requests on file for notification of special or emergency meetings. Absent such a request, a local agency has no legal obligation to notify news media of special or emergency meetings — although notification may be advisable in any event to avoid controversy.

Notice of compensation for simultaneous or serial meetings

A legislative body that has convened a meeting and whose membership constitutes a quorum of another legislative body, may convene a simultaneous or serial meeting of the other legislative body only after a clerk or member of the convened legislative body orally announces: (1) the amount of compensation or stipend, if any, that each member will be entitled to receive as a result of convening the meeting of the other legislative body; and (2) that the compensation or stipend is provided as a result of convening the meeting of that body.[17]

No oral disclosure of the amount of the compensation is required if the entire amount of such compensation is prescribed by statute and no additional compensation has been authorized by the local agency. Further, no disclosure is required with respect to reimbursements for actual and necessary expenses incurred in the performance of the member's official duties, such as for travel, meals, and lodging.

Educational agency meetings

The Education Code contains some special agenda and special meeting provisions.[18] However, they are generally consistent with the Brown Act. An item is probably void if not posted.[19] A school district board must also adopt regulations to make sure the public can place matters affecting the district's business on meeting agendas and to address the board on those items.[20]

Notice requirements for tax or assessment meetings and hearings

The Brown Act prescribes specific procedures for adoption by a city, county, special district, or joint powers authority of any new or increased tax or assessment imposed on businesses.[21] Though written broadly, these Brown Act provisions do not apply to new or increased real property taxes or assessments as those are governed by the California Constitution, Article XIIIC or XIIID, enacted by Proposition 218. At least one public meeting must be held to allow public testimony on the tax or assessment. In addition, there must also be at least 45 days notice of a public hearing at which the legislative body proposes to enact or increase the tax or assessment. Notice of the public meeting and public hearing must be provided at the same time and in the same document. The public notice relating to general taxes must be provided by newspaper publication. The public notice relating to new or increased business assessments must be provided through a mailing to all business owners proposed to be subject to the new or increased assessment. The agency may recover the reasonable costs of the public meetings, hearings, and notice.

The Brown Act exempts certain fees, standby or availability charges, recurring assessments, and new or increased assessments that are subject to the notice and hearing requirements of the Constitution.[22] As a practical matter, the Constitution's notice requirements have preempted this section of the Brown Act.

Non-agenda items

The Brown Act generally prohibits any action or discussion of items not on the posted agenda. However, there are three specific situations in which a legislative body can act on an item not on the agenda:[23]

- When a majority decides there is an "emergency situation" (as defined for emergency meetings);
- When two-thirds of the members present (or all members if less than two-thirds are present) determine there is a need for immediate action and the need to take action "came to the attention of the local agency subsequent to the agenda being posted." This exception requires a degree of urgency. Further, an item cannot be considered under this provision if the legislative body or the staff knew about the need to take immediate action before the agenda was posted. A new need does not arise because staff forgot to put an item on the agenda or because an applicant missed a deadline; or
- When an item appeared on the agenda of, and was continued from, a meeting held not more than five days earlier.

PRACTICE TIP: Subject to very limited exceptions, the Brown Act prohibits any action or discussion of an item not on the posted agenda.

The exceptions are narrow, as indicated by this list. The first two require a specific determination by the legislative body. That determination can be challenged in court and, if unsubstantiated, can lead to invalidation of an action.

> **"I'd like a two-thirds vote of the board, so we can go ahead and authorize commencement of phase two of the East Area Project," said Chair Lopez.**
>
> **"It's not on the agenda. But we learned two days ago that we finished phase one ahead of schedule — believe it or not — and I'd like to keep it that way. Do I hear a motion?"**

The desire to stay ahead of schedule generally would not satisfy "a need for immediate action." Too casual an action could invite a court challenge by a disgruntled resident. The prudent course is to place an item on the agenda for the next meeting and not risk invalidation.

> **"We learned this morning of an opportunity for a state grant," said the chief engineer at the regular board meeting, "but our application has to be submitted in two days. We'd like the board to give us the go ahead tonight, even though it's not on the agenda."**

A legitimate immediate need can be acted upon even though not on the posted agenda by following a two-step process:

- First, make two determinations: 1) that there is an immediate need to take action, and 2) that the need arose after the posting of the agenda. The matter is then placed on the agenda.
- Second, discuss and act on the added agenda item.

Responding to the public

The public can talk about anything within the jurisdiction of the legislative body, but the legislative body generally cannot act on or discuss an item not on the agenda. What happens when a member of the public raises a subject not on the agenda?

While the Brown Act does not allow discussion or action on items not on the agenda, it does allow members of the legislative body, or its staff, to "briefly respond" to comments or questions from members of the public, provide a reference to staff or other resources for factual information, or direct staff to place the issue on a future agenda. In addition, even without a comment from the public, a legislative body member or a staff member may ask for information, request a report back, request to place a matter on the agenda for a subsequent meeting (subject to the body's rules or procedures), ask a question for clarification, make a brief announcement, or briefly report on his or her own activities.[24] However, caution should be used to avoid any discussion or action on such items.

Council Member Jefferson: I would like staff to respond to Resident Joe's complaints during public comment about the repaving project on Elm Street — are there problems with this project?

City Manager Frank: The public works director has prepared a 45-minute power point presentation for you on the status of this project and will give it right now.

Council Member Brown: Take all the time you need; we need to get to the bottom of this. Our residents are unhappy.

It is clear from this dialogue that the Elm Street project was not on the council's agenda, but was raised during the public comment period for items not on the agenda. Council Member A properly asked staff to respond; the city manager should have given at most a brief response. If a lengthy report from the public works director was warranted, the city manager should have stated that it would be placed on the agenda for the next meeting. Otherwise, both the long report and the likely discussion afterward will improperly embroil the council in a matter that is not listed on the agenda.

The right to attend and observe meetings

A number of Brown Act provisions protect the public's right to attend, observe, and participate in meetings.

Members of the public cannot be required to register their names, provide other information, complete a questionnaire, or otherwise "fulfill any condition precedent" to attending a meeting. Any attendance list, questionnaire, or similar document posted at or near the entrance to the meeting room or circulated at a meeting must clearly state that its completion is voluntary and that all persons may attend whether or not they fill it out.[25]

No meeting can be held in a facility that prohibits attendance based on race, religion, color, national origin, ethnic group identification, age, sex, sexual orientation, or disability, or that is inaccessible to the disabled. Nor can a meeting be held where the public must make a payment or purchase in order to be present.[26] This does not mean, however, that the public is entitled to free entry to a conference attended by a majority of the legislative body.[27]

While a legislative body may use teleconferencing in connection with a meeting, the public must be given notice of and access to the teleconference location. Members of the public must be able to address the legislative body from the teleconference location.[28]

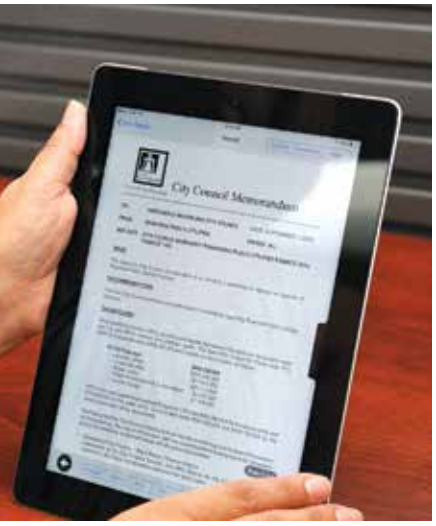
Action by secret ballot, whether preliminary or final, is flatly prohibited.[29]

All actions taken by the legislative body in open session, and the vote of each member thereon, must be disclosed to the public at the time the action is taken.[30]

Q: The agenda calls for election of the legislative body's officers. Members of the legislative body want to cast unsigned written ballots that would be tallied by the clerk, who would announce the results. Is this voting process permissible?

A: *No. The possibility that a public vote might cause hurt feelings among members of the legislative body or might be awkward — or even counterproductive — does not justify a secret ballot.*

The legislative body may remove persons from a meeting who willfully interrupt proceedings.[31] Ejection is justified only when audience members actually disrupt the proceedings.[32] If order cannot be restored after ejecting disruptive persons, the meeting room may be cleared. Members of the news media who have not participated in the disturbance must be allowed to continue to attend the meeting. The legislative body may establish a procedure to re-admit an individual or individuals not responsible for the disturbance.[33]



Records and recordings

The public has the right to review agendas and other writings distributed by any person to a majority of the legislative body in connection with a matter subject to discussion or consideration at a meeting. Except for privileged documents, those materials are public records and must be made available upon request without delay.[34] A fee or deposit as permitted by the California Public Records Act may be charged for a copy of a public record.[35]

Q: In connection with an upcoming hearing on a discretionary use permit, counsel for the legislative body transmits a memorandum to all members of the body outlining the litigation risks in granting or denying the permit. Must this memorandum be included in the packet of agenda materials available to the public?

A: *No. The memorandum is a privileged attorney-client communication.*

Q: In connection with an agenda item calling for the legislative body to approve a contract, staff submits to all members of the body a financial analysis explaining why the terms of the contract favor the local agency. Must this memorandum be included in the packet of agenda materials available to the public?

A. *Yes. The memorandum has been distributed to the majority of the legislative body, relates to the subject matter of a meeting, and is not a privileged communication.*

A legislative body may discuss or act on some matters without considering written materials. But if writings are distributed to a majority of a legislative body in connection with an agenda item, they must also be available to the public. A non-exempt or otherwise privileged writing distributed to a majority of the legislative body less than 72 hours before the meeting must be made available for inspection at the time of distribution at a public office or location designated for that purpose; and the agendas for all meetings of the legislative body must include the address of this office or location.[36] A writing distributed during a meeting must be made public:

- At the meeting if prepared by the local agency or a member of its legislative body; or
- After the meeting if prepared by some other person.[37]

Any tape or film record of an open and public meeting made for whatever purpose by or at the direction of the local agency is subject to the California Public Records Act; however, it may be erased or destroyed 30 days after the taping or recording. Any inspection of a video or tape recording is to be provided without charge on a video or tape player made available by the local agency.[38] The agency may impose its ordinary charge for copies that is consistent with the California Public Records Act.[39]

In addition, the public is specifically allowed to use audio or video tape recorders or still or motion picture cameras at a meeting to record the proceedings, absent a reasonable finding by the legislative body that noise, illumination, or obstruction of view caused by recorders or cameras would persistently disrupt the proceedings.[40]

Similarly, a legislative body cannot prohibit or restrict the public broadcast of its open and public meetings without making a reasonable finding that the noise, illumination, or obstruction of view would persistently disrupt the proceedings.[41]

The public's place on the agenda

Every agenda for a regular meeting must allow members of the public to speak on any item of interest, so long as the item is within the subject matter jurisdiction of the legislative body. Further, the public must be allowed to speak on a specific item of business before or during the legislative body's consideration of it.[42]

Q. Must the legislative body allow members of the public to show videos or make a power point presentation during the public comment part of the agenda, as long as the subject matter is relevant to the agency and is within the established time limit?

A. *Probably, although the agency is under no obligation to provide equipment.*

Moreover, the legislative body cannot prohibit public criticism of policies, procedures, programs, or services of the agency or the acts or omissions of the legislative body itself. But the Brown Act provides no immunity for defamatory statements.[43]

PRACTICE TIP: Public speakers cannot be compelled to give their name or address as a condition of speaking. The clerk or presiding officer may request speakers to complete a speaker card or identify themselves for the record, but must respect a speaker's desire for anonymity.

Q. May the presiding officer prohibit a member of the audience from publicly criticizing an agency employee by name during public comments?

A. *No, as long as the criticism pertains to job performance.*

Q. During the public comment period of a regular meeting of the legislative body, a resident urges the public to support and vote for a candidate vying for election to the body. May the presiding officer gavel the speaker out of order for engaging in political campaign speech?

A. *There is no case law on this subject. Some would argue that campaign issues are outside the subject matter jurisdiction of the body within the meaning of Section 54954.3(a). Others take the view that the speech must be allowed under paragraph (c) of that section because it is relevant to the governing of the agency and an implicit criticism of the incumbents.*

The legislative body may adopt reasonable regulations, including time limits, on public comments. Such regulations should be enforced fairly and without regard to speakers' viewpoints. The legislative body has discretion to modify its regulations regarding time limits on public comment if necessary. For example, the time limit could be shortened to accommodate a lengthy agenda or lengthened to allow additional time for discussion on a complicated matter.[44]

The public does not need to be given an opportunity to speak on an item that has already been considered by a committee made up exclusively of members of the legislative body at a public meeting, if all interested members of the public had the opportunity to speak on the item before or during its consideration, and if the item has not been substantially changed.[45]

Notices and agendas for special meetings must also give members of the public the opportunity to speak before or during consideration of an item on the agenda but need not allow members of the public an opportunity to speak on other matters within the jurisdiction of the legislative body.[46]

Endnotes:

1 California Government Code section 54954.2(a)(1)

2 78 Ops.Cal.Atty.Gen. 327 (1995)

3 88 Ops.Cal.Atty.Gen. 218 (2005)

4 California Government Code sections 54954.2(a)(1) and 54954.2(d)

5 California Government Code section 54960.1(d)(1)

6 ___ Ops.Cal.Atty.Gen.___, No. 14-1204 (January 19, 2016) 16 Cal. Daily Op. Serv. 937 (Cal.A.G.), 2016 WL 375262

7 *North Pacifica LLC v. California Coastal Commission* (2008) 166 Cal.App.4th 1416, 1432

8 ___ Ops.Cal.Atty.Gen.___, No. 14-1204 (January 19, 2016) 16 Cal. Daily Op. Serv. 937 (Cal.A.G.), 2016 WL 375262, Slip Op. at p. 8

9 California Government Code section 54954.2(a)(1)

10 *San Joaquin Raptor Rescue v. County of Merced* (2013) 216 Cal.App.4th 1167 (legislative body's approval of CEQA action (mitigated negative declaration) without specifically listing it on the agenda violates Brown Act, even if the agenda generally describes the development project that is the subject of the CEQA analysis.)

11 California Government Code section 54954.1

12 California Government Code sections 54956(a) and (c)

13 California Government Code section 54955

14 California Government Code section 54954.2(b)(3)

15 California Government Code section 54955.1

16 California Government Code section 54956.5

17 California Government Code section 54952.3

18 Education Code sections 35144, 35145 and 72129

19 *Carlson v. Paradise Unified School District* (1971) 18 Cal.App.3d 196

20 California Education Code section 35145.5

21 California Government Code section 54954.6

22 See Cal.Const.Art.XIIIC, XIIID and California Government Code section 54954.6(h)

23 California Government Code section 54954.2(b)

24 California Government Code section 54954.2(a)(2)

25 California Government Code section 54953.3

26 California Government Code section 54961(a); California Government Code section 11135(a)

27 California Government Code section 54952.2(c)(2)

28 California Government Code section 54953(b)

29 California Government Code section 54953(c)

30 California Government Code section 54953(c)(2)

31 California Government Code section 54957.9.

32 *Norse v. City of Santa Cruz* (9th Cir. 2010) 629 F.3d 966 (silent and momentary Nazi salute directed towards mayor is not a disruption); *Acosta v. City of Costa Mesa* (9th Cir. 2013) 718 F.3d 800 (city council may not prohibit "insolent" remarks by members of the public absent actual disruption).

33 California Government Code section 54957.9

34 California Government Code section 54957.5

35 California Government Code section 54957.5(d)

36 California Government Code section 54957.5(b)

37 California Government Code section 54957.5(c)

38 California Government Code section 54953.5(b)

39 California Government Code section 54957.5(d)

40 California Government Code section 54953.5(a)

41 California Government Code section 54953.6

42 California Government Code section 54954.3(a)

43 California Government Code section 54954.3(c)

44 California Government Code section 54954.3(b); Chaffee v. San Francisco Public Library Com. (2005) 134 Cal.App.4th 109; 75 Ops.Cal.Atty.Gen. 89 (1992)

45 California Government Code section 54954.3(a)

46 California Government Code section 54954.3(a)

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Chapter 5

CLOSED SESSIONS

A closed session is a meeting of a legislative body conducted in private without the attendance of the public or press. A legislative body is authorized to meet in closed session only to the extent expressly authorized by the Brown Act.[1]

As summarized in Chapter 1 of this Guide, it is clear that the Brown Act must be interpreted liberally in favor of open meetings, and exceptions that limit public access (including the exceptions for closed session meetings) must be narrowly construed.[2] The most common purposes of the closed session provisions in the Brown Act are to avoid revealing confidential information (e.g., prejudicing the city's position in litigation or compromising the privacy interests of employees). Closed sessions should be conducted keeping those narrow purposes in mind. It is not enough that a subject is sensitive, embarrassing, or controversial. Without specific authority in the Brown Act for a closed session, a matter to be considered by a legislative body must be discussed in public. As an example, a board of police commissioners cannot meet in closed session to provide general policy guidance to a police chief, even though some matters are sensitive and the commission considers their disclosure contrary to the public interest.[3]

PRACTICE TIP: Some problems over closed sessions arise because secrecy itself breeds distrust. The Brown Act does not require closed sessions and legislative bodies may do well to resist the tendency to call a closed session simply because it may be permitted. A better practice is to go into closed session only when necessary.

In this chapter, the grounds for convening a closed session are called "exceptions" because they are exceptions to the general rule that meetings must be conducted openly. In some circumstances, none of the closed session exceptions apply to an issue or information the legislative body wishes to discuss privately. In these cases, it is not proper to convene a closed session, even to protect confidential information. For example, although the Brown Act does authorize closed sessions related to specified types of contracts (e.g., specified provisions of real property agreements, employee labor agreements, and litigation settlement agreements),[4] the Brown Act does not authorize closed sessions for other contract negotiations.

Agendas and reports

Closed session items must be briefly described on the posted agenda and the description must state the specific statutory exemption.[5] An item that appears on the open meeting portion of the agenda may not be taken into closed session until it has been properly agendized as a closed session item or unless it is properly added as a closed session item by a two-thirds vote of the body after making the appropriate urgency findings.[6]

The Brown Act supplies a series of fill in the blank sample agenda descriptions for various types of authorized closed sessions, which provide a "safe harbor" from legal attacks. These sample

agenda descriptions cover license and permit determinations, real property negotiations, existing or anticipated litigation, liability claims, threats to security, public employee appointments, evaluations and discipline, labor negotiations, multi-jurisdictional law enforcement cases, hospital boards of directors, medical quality assurance committees, joint powers agencies, and audits by the California State Auditor's Office.[7]

If the legislative body intends to convene in closed session, it must include the section of the Brown Act authorizing the closed session in advance on the agenda and it must make a public announcement prior to the closed session discussion. In most cases, the announcement may simply be a reference to the agenda item.[8]

Following a closed session, the legislative body must provide an oral or written report on certain actions taken and the vote of every elected member present. The timing and content of the report varies according to the reason for the closed session and the action taken.[9] The announcements may be made at the site of the closed session, so long as the public is allowed to be present to hear them.

If there is a standing or written request for documentation, any copies of contracts, settlement agreements, or other documents finally approved or adopted in closed session must be provided to the requestor(s) after the closed session, if final approval of such documents does not rest with any other party to the contract or settlement. If substantive amendments to a contract or settlement agreement approved by all parties requires retyping, such documents may be held until retyping is completed during normal business hours, but the substance of the changes must be summarized for any person inquiring about them.[10]

The Brown Act does not require minutes, including minutes of closed sessions. However, a legislative body may adopt an ordinance or resolution to authorize a confidential "minute book" be kept to record actions taken at closed sessions.[11] If one is kept, it must be made available to members of the legislative body, provided that the member asking to review minutes of a particular meeting was not disqualified from attending the meeting due to a conflict of interest.[12] A court may order the disclosure of minute books for the court's review if a lawsuit makes sufficient claims of an open meeting violation.

PRACTICE TIP: Pay close attention to closed session agenda descriptions. Using the wrong label can lead to invalidation of an action taken in closed session if not substantially compliant.

Litigation

There is an attorney/client relationship, and legal counsel may use it to protect the confidentiality of privileged written and oral communications to members of the legislative body — outside of meetings. But protection of the attorney/client privilege cannot by itself be the reason for a closed session.[13]

The Brown Act expressly authorizes closed sessions to discuss what is considered pending litigation. The rules that apply to holding a litigation closed session involve complex, technical definitions and procedures. The essential thing to know is that a closed session can be held by the body to confer with, or receive advice from, its legal counsel when open discussion would prejudice the position of the local agency in litigation in which the agency is, or could become, a party.[14] The litigation exception under the Brown Act is narrowly construed and does not permit activities beyond a legislative body's conferring with its own legal counsel and required support staff.[15] For example, it is not permissible to hold a closed session in which settlement negotiations take place between a legislative body, a representative of an adverse party, and a mediator.[16]

The California Attorney General has opined that if the agency's attorney is not a participant, a litigation closed session cannot be held.[17] In any event, local agency officials should always consult the agency's attorney before placing this type of closed session on the agenda in order to be certain that it is being done properly.

Before holding a closed session under the pending litigation exception, the legislative body must publicly state the basis for the closed session by identifying one of the following three types of matters: existing litigation, anticipated exposure to litigation, or anticipated initiation of litigation.[18]

Existing litigation

Q. May the legislative body agree to settle a lawsuit in a properly-noticed closed session, without placing the settlement agreement on an open session agenda for public approval?

A. *Yes, but the settlement agreement is a public document and must be disclosed on request. Furthermore, a settlement agreement cannot commit the agency to matters that are required to have public hearings.*

Existing litigation includes any adjudicatory proceedings before a court, administrative body exercising its adjudicatory authority, hearing officer, or arbitrator. The clearest situation in which a closed session is authorized is when the local agency meets with its legal counsel to discuss a pending matter that has been filed in a court or with an administrative agency and names the local agency as a party. The legislative body may meet under these circumstances to receive updates on the case from attorneys, participate in developing strategy as the case develops, or consider alternatives for resolution of the case. Generally, an agreement to settle litigation may be approved in closed session. However, an agreement to settle litigation cannot be approved in closed session if it commits the city to take an action that is required to have a public hearing.[19]

Anticipated exposure to litigation against the local agency

Closed sessions are authorized for legal counsel to inform the legislative body of a significant exposure to litigation against the local agency, but only if based on "existing facts and circumstances" as defined by the Brown Act.[20] The legislative body may also meet under this exception to determine whether a closed session is authorized based on information provided by legal counsel or staff. In general, the "existing facts and circumstances" must be publicly disclosed unless they are privileged written communications or not yet known to a potential plaintiff.

Anticipated initiation of litigation by the local agency

A closed session may be held under the exception for the anticipated initiation of litigation when the legislative body seeks legal advice on whether to protect the agency's rights and interests by initiating litigation.

Certain actions must be reported in open session at the same meeting following the closed

session. Other actions, as where final approval rests with another party or the court, may be announced when they become final and upon inquiry of any person.[21] Each agency attorney should be aware of and make the disclosures that are required by the particular circumstances.

Real estate negotiations

A legislative body may meet in closed session with its negotiator to discuss the purchase, sale, exchange, or lease of real property by or for the local agency. A "lease" includes a lease renewal or renegotiation. The purpose is to grant authority to the legislative body's negotiator on price and terms of payment.[22] Caution should be exercised to limit discussion to price and terms of payment without straying to other related issues such as site design, architecture, or other aspects of the project for which the transaction is contemplated.[23]

Q. May other terms of a real estate transaction, aside from price and terms of payment, be addressed in closed session?

A. *No. However, there are differing opinions over the scope of the phrase "price and terms of payment" in connection with real estate closed sessions. Many agency attorneys argue that any term that directly affects the economic value of the transaction falls within the ambit of "price and terms of payment." Others take a narrower, more literal view of the phrase.*

The agency's negotiator may be a member of the legislative body itself. Prior to the closed session, or on the agenda, the legislative body must identify its negotiators, the real property that the negotiations may concern[24] and the names of the parties with whom its negotiator may negotiate.[25]

After real estate negotiations are concluded, the approval and substance of the agreement must be publicly reported. If its own approval makes the agreement final, the body must report in open session at the public meeting during which the closed session is held. If final approval rests with another party, the local agency must report the approval and the substance of the agreement upon inquiry by any person, as soon as the agency is informed of it.[26]

"Our population is exploding, and we have to think about new school sites," said Board Member Jefferson.

"Not only that," interjected Board Member Tanaka, "we need to get rid of a couple of our older facilities."

"Well, obviously the place to do that is in a closed session," said Board Member O'Reilly. "Otherwise we're going to set off land speculation. And if we even mention closing a school, parents are going to be in an uproar."

A closed session to discuss potential sites is not authorized by the Brown Act. The exception is limited to meeting with its negotiator over specific sites — which must be identified at an open and public meeting.

Public employment

The Brown Act authorizes a closed session "to consider the appointment, employment, evaluation of performance, discipline, or dismissal of a public employee or to hear complaints or charges brought against the employee."[27] The purpose of this exception — commonly referred to as the "personnel exception" — is to avoid undue publicity or embarrassment for an employee or applicant for employment and to allow full and candid discussion by the legislative body; thus, it is restricted to discussing individuals, not general personnel policies.[28] The body must possess the power to appoint, evaluate, or dismiss the employee to hold a closed session under this exception.[29] That authority may be delegated to a subsidiary appointed body.[30]

PRACTICE TIP: Discussions of who to appoint to an advisory body and whether or not to censure a fellow member of the legislative body must be held in the open.

An employee must be given at least 24 hours notice of any closed session convened to hear specific complaints or charges against him or her. This occurs when the legislative body is reviewing evidence, which could include live testimony, and adjudicating conflicting testimony offered as evidence. A legislative body may examine (or exclude) witnesses,[31] and the California Attorney General has opined that, when an affected employee and advocate have an official or essential role to play, they may be permitted to participate in the closed session.[32] The employee has the right to have the specific complaints and charges discussed in a public session rather than closed session.[33] If the employee is not given the 24-hour prior notice, any disciplinary action is null and void.[34]

However, an employee is not entitled to notice and a hearing where the purpose of the closed session is to consider a performance evaluation. The Attorney General and the courts have determined that personnel performance evaluations do not constitute complaints and charges, which are more akin to accusations made against a person.[35]

Q. Must 24 hours notice be given to an employee whose negative performance evaluation is to be considered by the legislative body in closed session?

A. *No, the notice is reserved for situations where the body is to hear complaints and charges from witnesses.*

Correct labeling of the closed session on the agenda is critical. A closed session agenda that identified discussion of an employment contract was not sufficient to allow dismissal of an employee.[36] An incorrect agenda description can result in invalidation of an action and much embarrassment.

For purposes of the personnel exception, "employee" specifically includes an officer or an independent contractor who functions as an officer or an employee. Examples of the former include a city manager, district general manager or superintendent. Examples of the latter Include a legal counsel or engineer hired on contract to act as local agency attorney or chief engineer.

Elected officials, appointees to the governing body or subsidiary bodies, and independent contractors other than those discussed above are not employees for purposes of the personnel exception.[37] Action on individuals who are not "employees" must also be public — including discussing and voting on appointees to committees, or debating the merits of independent contractors, or considering a complaint against a member of the legislative body itself.

The personnel exception specifically prohibits discussion or action on proposed compensation in closed session, except for a disciplinary reduction in pay. Among other things, that means there can be no personnel closed sessions on a salary change (other than a disciplinary reduction) between any unrepresented individual and the legislative body. However, a legislative body may address the compensation of an unrepresented individual, such as a city manager, in a closed session as part of a labor negotiation (discussed later in this chapter), yet another example of the importance of using correct agenda descriptions.

PRACTICE TIP: The personnel exception specifically prohibits discussion or action on proposed compensation in closed session except for a disciplinary reduction in pay.

Reclassification of a job must be public, but an employee's ability to fill that job may be considered in closed session.

Any closed session action to appoint, employ, dismiss, accept the resignation of, or otherwise affect the employment status of a public employee must be reported at the public meeting during which the closed session is held. That report must identify the title of the position, but not the names of all persons considered for an employment position.[38] However, a report on a dismissal or non-renewal of an employment contract must be deferred until administrative remedies, if any, are exhausted.[39]

> **"I have some important news to announce," said Mayor Garcia. "We've decided to terminate the contract of the city manager, effective immediately. The council has met in closed session and we've negotiated six months severance pay."**
>
> **"Unfortunately, that has some serious budget consequences, so we've had to delay phase two of the East Area Project."**
>
> *This may be an improper use of the personnel closed session if the council agenda described the item as the city manager's evaluation. In addition, other than labor negotiations, any action on individual compensation must be taken in open session. Caution should be exercised to not discuss in closed session issues, such as budget impacts in this hypothetical, beyond the scope of the posted closed session notice.*

Labor negotiations

The Brown Act allows closed sessions for some aspects of labor negotiations. Different provisions (discussed below) apply to school and community college districts.

A legislative body may meet in closed session to instruct its bargaining representatives, which may be one or more of its members,[40] on employee salaries and fringe benefits for both represented ("union") and non-represented employees. For represented employees, it may also consider working conditions that by law require negotiation. For the purpose of labor negotiation closed sessions, an "employee" includes an officer or an independent contractor who functions as an officer or an employee, but independent contractors who do not serve in the capacity of an officer or employee are not covered by this closed session exception.[41]

These closed sessions may take place before or during negotiations with employee representatives. Prior to the closed session, the legislative body must hold an open and public session in which it identifies its designated representatives.

PRACTICE TIP: Prior to the closed session, the legislative body must hold an open and public session in which it identifies its designated representatives.

During its discussions with representatives on salaries and fringe benefits, the legislative body may also discuss available funds and funding priorities, but only to instruct its representative. The body may also meet in closed session with a conciliator who has intervened in negotiations.[42]

The approval of an agreement concluding labor negotiations with represented employees must be reported after the agreement is final and has been accepted or ratified by the other party. The report must identify the item approved and the other party or parties to the negotiation.[43] The labor closed sessions specifically cannot include final action on proposed compensation of one or more unrepresented employees.

Labor negotiations — school and community college districts

Employee relations for school districts and community college districts are governed by the Rodda Act, where different meeting and special notice provisions apply. The entire board, for example, may negotiate in closed sessions.

Four types of meetings are exempted from compliance with the Rodda Act:

1. A negotiating session with a recognized or certified employee organization;
2. A meeting of a mediator with either side;
3. A hearing or meeting held by a fact finder or arbitrator; and
4. A session between the board and its bargaining agent, or the board alone, to discuss its position regarding employee working conditions and instruct its agent.[44]

Public participation under the Rodda Act also takes another form.[45] All initial proposals of both sides must be presented at public meetings and are public records. The public must be given reasonable time to inform itself and to express its views before the district may adopt its initial proposal. In addition, new topics of negotiations must be made public within 24 hours. Any votes on such a topic must be followed within 24 hours by public disclosure of the vote of each member.[46] The final vote must be in public.

Other Education Code exceptions

The Education Code governs student disciplinary meetings by boards of school districts and community college districts. District boards may hold a closed session to consider the suspension or discipline of a student, if a public hearing would reveal personal, disciplinary, or academic information about the student contrary to state and federal pupil privacy law. The student's parent or guardian may request an open meeting.[47]

Community college districts may also hold closed sessions to discuss some student disciplinary matters, awarding of honorary degrees, or gifts from donors who prefer to remain anonymous.[48] Kindergarten through 12th grade districts may also meet in closed session to review the contents of the statewide assessment instrument.[49]

PRACTICE TIP: Attendance by the entire legislative body before a grand jury would not constitute a closed session meeting under the Brown Act.

Joint Powers Authorities

The legislative body of a joint powers authority may adopt a policy regarding limitations on disclosure of confidential information obtained in closed session, and may meet in closed session to discuss information that is subject to the policy.[50]

License applicants with criminal records

A closed session is permitted when an applicant, who has a criminal record, applies for a license or license renewal and the legislative body wishes to discuss whether the applicant is sufficiently rehabilitated to receive the license. The applicant and the applicant's attorney are authorized to attend the closed session meeting. If the body decides to deny the license, the applicant may withdraw the application. If the applicant does not withdraw, the body must deny the license in public, immediately or at its next meeting. No information from the closed session can be revealed without consent of the applicant, unless the applicant takes action to challenge the denial.[51]

Public security

Legislative bodies may meet in closed session to discuss matters posing a threat to the security of public buildings, essential public services, including water, sewer, gas, or electric service, or to the public's right of access to public services or facilities over which the legislative body has jurisdiction. Closed session meetings for these purposes must be held with designated security or law enforcement officials including the Governor, Attorney General, district attorney, agency attorney, sheriff or chief of police, or their deputies or agency security consultant or security operations manager.[52] Action taken in closed session with respect to such public security issues is not reportable action.

Multijurisdictional law enforcement agency

A joint powers agency formed to provide law enforcement services (involving drugs; gangs; sex crimes; firearms trafficking; felony possession of a firearm; high technology, computer, or identity theft; human trafficking; or vehicle theft) to multiple jurisdictions may hold closed sessions to discuss case records of an on-going criminal investigation, to hear testimony from persons involved in the investigation, and to discuss courses of action in particular cases.[53]

The exception applies to the legislative body of the joint powers agency and to any body advisory to it. The purpose is to prevent impairment of investigations, to protect witnesses and informants, and to permit discussion of effective courses of action.[54]

Hospital peer review and trade secrets

Two specific kinds of closed sessions are allowed for district hospitals and municipal hospitals, under other provisions of law.[55]

1. A meeting to hear reports of hospital medical audit or quality assurance committees, or for related deliberations. However, an applicant or medical staff member whose staff privileges are the direct subject of a hearing may request a public hearing.
2. A meeting to discuss "reports involving trade secrets" — provided no action is taken.

A "trade secret" is defined as information which is not generally known to the public or competitors and which: 1) "derives independent economic value, actual or potential" by virtue of its restricted knowledge; 2) is necessary to initiate a new hospital service or program or facility; and 3) would, if prematurely disclosed, create a substantial probability of depriving the hospital of a substantial economic benefit.

The provision prohibits use of closed sessions to discuss transitions in ownership or management, or the district's dissolution.[56]

Other legislative bases for closed session

Since any closed session meeting of a legislative body must be authorized by the Legislature, it is important to carefully review the Brown Act to determine if there is a provision that authorizes a closed session for a particular subject matter. There are some less frequently encountered topics that are authorized to be discussed by a legislative body in closed session under the Brown Act, including: a response to a confidential final draft audit report from the Bureau of State Audits,[57] consideration of the purchase or sale of particular pension fund investments by a legislative body of a local agency that invests pension funds,[58] hearing a charge or complaint from a member enrolled in a health plan by a legislative body of a local agency that provides Medi-Cal services,[59] discussions by a county board of supervisors that governs a health plan licensed pursuant to the Knox-Keene Health Care Services Plan Act related to trade secrets or contract negotiations concerning rates of payment,[60] and discussions by an insurance pooling joint powers agency related to a claim filed against, or liability of, the agency or a member of the agency.[61]

PRACTICE TIP: Meetings are either open or closed. There is nothing "in between."[62]

Who may attend closed sessions

Meetings of a legislative body are either fully open or fully closed; there is nothing in between. Therefore, local agency officials and employees must pay particular attention to the authorized attendees for the particular type of closed session. As summarized above, the authorized attendees may differ based on the topic of the closed session. Closed sessions may involve only the members of the legislative body and only agency counsel, management and support staff, and consultants necessary for consideration of the matter that is the subject of closed session, with very limited exceptions for adversaries or witnesses with official roles in particular types of hearings (e.g., personnel disciplinary hearings and license hearings). In any case, individuals who do not have an official role in the closed session subject matters must be excluded from closed sessions.[63]

Q. May the lawyer for someone suing the agency attend a closed session in order to explain to the legislative body why it should accept a settlement offer?

A. *No, attendance in closed sessions is reserved exclusively for the agency's advisors.*

The confidentiality of closed session discussions

The Brown Act explicitly prohibits the unauthorized disclosure of confidential information acquired in a closed session by any person present, and offers various remedies to address breaches of confidentiality.[64] It is incumbent upon all those attending lawful closed sessions to protect the confidentiality of those discussions. One court has held that members of a legislative body cannot be compelled to divulge the content of closed session discussions through the discovery process.[65] Only the legislative body acting as a body may agree to divulge confidential closed session information; regarding attorney/client privileged communications, the entire body is the holder of the privilege and only the entire body can decide to waive the privilege.[66]

Before adoption of the Brown Act provision specifically prohibiting disclosure of closed session communications, agency attorneys and the Attorney General long opined that officials have a fiduciary duty to protect the confidentiality of closed session discussions. The Attorney General issued an opinion that it is "improper" for officials to disclose information received during a closed session regarding pending litigation,[67] though the Attorney General has also concluded that a local agency is preempted from adopting an ordinance criminalizing public disclosure of closed session discussions.[68] In any event, in 2002, the Brown Act was amended to prescribe particular remedies for breaches of confidentiality. These remedies include injunctive relief; and, if the breach is a willful disclosure of confidential information, the remedies include disciplinary action against an employee, and referral of a member of the legislative body to the grand jury.[69]

PRACTICE TIP: There is a strong interest in protecting the confidentiality of proper and lawful closed sessions.

The duty of maintaining confidentiality, of course, must give way to the responsibility to disclose improper matters or discussions that may come up in closed sessions. In recognition of this public policy, under the Brown Act, a local agency may not penalize a disclosure of information learned during a closed session if the disclosure: 1) is made in confidence to the district attorney or the grand jury due to a perceived violation of law; 2) is an expression of opinion concerning the propriety or legality of actions taken in closed session, including disclosure of the nature and extent of the illegal action; or 3) is information that is not confidential.[70]

The interplay between these possible sanctions and an official's first amendment rights is complex and beyond the scope of this guide. Suffice it to say that this is a matter of great sensitivity and controversy.

> **"I want the press to know that I voted in closed session against filing the eminent domain action," said Council Member Chang.**
>
> **"Don't settle too soon," reveals Council Member Watson to the property owner, over coffee. "The city's offer coming your way is not our bottom line."**
>
> *The first comment to the press may be appropriate if it is a part of an action taken by the City Council in closed session that must be reported publicly.[71] The second comment to the property owner is not — disclosure of confidential information acquired in closed session is expressly prohibited and harmful to the agency.*

ENDNOTES:

1 California Government Code section 54962

2 California Constitution, Art. 1, section 3

3 61 Ops.Cal.Atty.Gen. 220 (1978); but see California Government Code section 54957.8 (multijurisdictional law enforcement agencies are authorized to meet in closed session to discuss the case records of ongoing criminal investigations, and other related matters).

4 California Government Code section 54957.1

5 California Government Code section 54954.5

6 California Government Code section 54954.2

7 California Government Code section 54954.5

8 California Government Code sections 54956.9 and 54957.7

9 California Government Code section 54957.1(a)

10 California Government Code section 54957.1(b)

11 California Government Code section 54957.2

12 *Hamilton v. Town of Los Gatos* (1989) 213 Cal.App.3d 1050; 2 Cal.Code Regs. section 18707

13 *Roberts v. City of Palmdale* (1993) 5 Cal.4th 363

14 California Government Code section 54956.9; *Shapiro v. Board of Directors of Center City Development Corp.* (2005) 134 Cal.App.4th 170 (agency must be a party to the litigation).

15 82 Ops.Cal.Atty.Gen. 29 (1999)

16 *Page v. Miracosta Community College District* (2009) 180 Cal.App.4th 471

17 "*The Brown Act,*" California Attorney General (2003), p. 40

18 California Government Code section 54956.9(g)

19 *Trancas Property Owners Association v. City of Malibu* (2006) 138 Cal.App.4th 172

20 Government Code section 54956.9(e)

21 California Government Code section 54957.1

22 California Government Code section 54956.8

23 *Shapiro v. San Diego City Council* (2002) 96 Cal.App.4th 904; see also 93 Ops.Cal.Atty.Gen. 51 (2010) (redevelopment agency may not convene a closed session to discuss rehabilitation loan for a property already subleased to a loan recipient, even if the loan Incorporates some of the sublease terms and includes an operating covenant governing the property); 94 Ops.Cal.Atty.Gen. 82 (2011) (real estate closed session may address form, manner and timing of consideration and other items that cannot be disclosed without revealing price and terms).

24 73 Ops.Cal.Atty.Gen. 1 (1990)

25 California Government Code sections 54956.8 and 54954.5(b)

26 California Government Code section 54957.1(a)(1)

27 California Government Code section 54957(b)

28 63 Ops.Cal.Atty.Gen. 153 (1980); but see *Duvall v. Board of Trustees* (2000) 93 Cal.App.4th 902 (board may discuss personnel evaluation criteria, process and other preliminary matters in closed session but only if related to the evaluation of a particular employee).

29 *Gillespie v. San Francisco Public Library Commission* (1998) 67 Cal.App.4th 1165; 85 Ops.Cal.Atty.Gen. 77 (2002)

30 *Gillespie v. San Francisco Public Library Commission* (1998) 67 Cal.App.4th 1165; 80 Ops.Cal.Atty. Gen. 308 (1997). Interviews of candidates to fill a vacant staff position conducted by a temporary committee appointed by the governing body may be done in closed session.

31 California Government Code section 54957(b)(3)

32 88 Ops.Cal.Atty.Gen. 16 (2005)

33 *Morrison v. Housing Authority of the City of Los Angeles* (2003) 107 Cal.App.4th 860

34 California Government Code section 54957(b); but see *Bollinger v. San Diego Civil Service Commission* (1999) 71 Cal.App.4th 568 (notice not required for closed session deliberations regarding complaints or charges, when there was a public evidentiary hearing prior to closed session).

35 78 Ops.Cal.Atty.Gen. 218 (1995); *Bell v. Vista Unified School District* (2000) 82 Cal.App.4th 672; *Furtado v. Sierra Community College* (1998) 68 Cal.App.4th 876; *Fischer v. Los Angeles Unified School District* (1999) 70 Cal.App.4th 87

36 *Moreno v. City of King* (2005) 127 Cal.App.4th 17

37 California Government Code section 54957

38 *Gillespie v. San Francisco Public Library Commission* (1998) 67 Cal.App.4th 1165

39 California Government Code section 54957.1(a)(5)

40 California Government Code section 54957.6

41 California Government Code section 54957.6(b); see also 98 Ops.Cal.Atty.Gen. 41 (2015) (a project labor agreement between a community college district and workers hired by contractors or subcontractors is not a proper subject of closed session for labor negotiations because the workers are not "employees" of the district).

42 California Government Code section 54957.6; and 51 Ops.Cal.Atty.Gen. 201 (1968)

43 California Government Code section 54957.1(a)(6)

44 California Government Code section 3549.1

45 California Government Code section 3540

46 California Government Code section 3547

47 California Education Code section 48918; but see *Rim of the World Unified School District v. Superior Court* (2003) 104 Cal.App.4th 1393 (Section 48918 preempted by the Federal Family Educational Right and Privacy Act in regard to expulsion proceedings).

48 California Education Code section 72122

49 California Education Code section 60617

50 California Government Code section 54956.96

51 California Government Code section 54956.7

52 California Government Code section 54957

53 *McKee v. Los Angeles Interagency Metropolitan Police Apprehension Crime Task Force* (2005) 134 Cal. App.4th 354

54 California Government Code section 54957.8

55 California Government Code section 54962

56 California Health and Safety Code section 32106

57 California Government Code section 54956.75

58 California Government Code section 54956.81

59 California Government Code section 54956.86

60 California Government Code section 54956.87

61 California Government Code section 54956.95

62 46 Ops.Cal.Atty.Gen. 34 (1965)

63 82 Ops.Cal.Atty.Gen. 29 (1999)

64 Government Code section 54963

65 *Kleitman v. Superior Court* (1999) 74 Cal.App.4th 324, 327; see also California Government Code section 54963.

66 *Roberts v. City of Palmdale* (1993) 5 Cal.4th 363

67 80 Ops.Cal.Atty.Gen. 231 (1997)

68 76 Ops.Cal.Atty.Gen. 289 (1993)

69 California Government Code section 54963

70 California Government Code section 54963

71 California Government Code section 54957.1

Updates to this publication responding to changes in the Brown Act or new court interpretations are available at **www.cacities.org/opengovernment**. A current version of the Brown Act may be found at **www.leginfo.ca.gov**.

Chapter 6

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Chapter 6

REMEDIES

Certain violations of the Brown Act are designated as misdemeanors, although by far the most commonly used enforcement provisions are those that authorize civil actions to invalidate specified actions taken in violation of the Brown Act and to stop or prevent future violations. Still, despite all the safeguards and remedies to enforce them, it is ultimately impossible for the public to monitor every aspect of public officials' interactions. Compliance ultimately results from regular training and a good measure of self-regulation on the part of public officials. This chapter discusses the remedies available to the public when that self-regulation is ineffective.

Invalidation

Any interested person, including the district attorney, may seek to invalidate certain actions of a legislative body on the ground that they violate the Brown Act.[1] Violations of the Brown Act, however, cannot be invalidated if they involve the following types of actions:

- Those taken in substantial compliance with the law. No Brown Act violation is found when the given notice substantially complies with the Brown Act, even when the notice erroneously cites to the wrong Brown Act section, but adequately advises the public that the Board will meet with legal counsel to discuss potential litigation in closed session;[2]
- Those involving the sale or issuance of notes, bonds or other indebtedness, or any related contracts or agreements;
- Those creating a contractual obligation, including a contract awarded by competitive bid for other than compensation for professional services, upon which a party has in good faith relied to its detriment;
- Those connected with the collection of any tax; or
- Those in which the complaining party had actual notice at least 72 hours prior to the regular meeting or 24 hours prior to the special meeting, as the case may be, at which the action is taken.

Before filing a court action seeking invalidation, a person who believes that a violation has occurred must send a written "cure or correct" demand to the legislative body. This demand must clearly describe the challenged action and the nature of the claimed violation. This demand must be sent within 90 days of the alleged violation or 30 days if the action was taken in open session but in violation of Section 54954.2, which requires (subject to specific exceptions) that only properly agendized items are acted on by the governing body during a meeting.[3] The legislative body then has up to 30 days to cure and correct its action. If it does not act, any lawsuit must be filed within the next 15 days. The purpose of this requirement is to offer the body an opportunity to consider whether a violation has occurred and to weigh its options before litigation is filed.

Although just about anyone has standing to bring an action for invalidation,[4] the challenger must show prejudice as a result of the alleged violation.[5] An action to invalidate fails to state a cause of action against the agency if the body deliberated but did not take an action.[6]

Applicability to Past Actions

Any interested person, including the district attorney, may file a civil action to determine whether past actions of a legislative body occurring on or after January 1, 2013 constitute violations of the Brown Act and are subject to a mandamus, injunction, or declaratory relief action.[7] Before filing an action, the interested person must, within nine months of the alleged violation of the Brown Act, submit a "cease and desist" letter to the legislative body, clearly describing the past action and the nature of the alleged violation.[8] The legislative body has 30 days after receipt of the letter to provide an unconditional commitment to cease and desist from the past action.[9] If the body fails to take any action within the 30-day period or takes an action other than an unconditional commitment, a lawsuit may be filed within 60 days.[10]

The legislative body's unconditional commitment must be approved at a regular or special meeting as a separate item of business and not on the consent calendar.[11] The unconditional commitment must be substantially in the form set forth in the Brown Act.[12] No legal action may thereafter be commenced regarding the past action.[13] However, an action of the legislative body in violation of its unconditional commitment constitutes an independent violation of the Brown Act and a legal action consequently may be commenced without following the procedural requirements for challenging past actions.[14]

The legislative body may rescind its prior unconditional commitment by a majority vote of its membership at a regular meeting as a separate item of business not on the consent calendar. At least 30 days written notice of the intended rescission must be given to each person to whom the unconditional commitment was made and to the district attorney. Upon rescission, any interested person may commence a legal action regarding the past actions without following the procedural requirements for challenging past actions.[15]

PRACTICE TIP: A lawsuit to invalidate must be preceded by a demand to cure and correct the challenged action in order to give the legislative body an opportunity to consider its options. The Brown Act does not specify how to cure or correct a violation; the best method is to rescind the action being complained of and start over, or reaffirm the action if the local agency relied on the action and rescinding the action would prejudice the local agency.

Civil action to prevent future violations

The district attorney or any interested person can file a civil action asking the court to:

- Stop or prevent violations or threatened violations of the Brown Act by members of the legislative body of a local agency;
- Determine the applicability of the Brown Act to actions or threatened future action of the legislative body;
- Determine whether any rule or action by the legislative body to penalize or otherwise discourage the expression of one or more of its members is valid under state or federal law; or
- Compel the legislative body to tape record its closed sessions.

It is not necessary for a challenger to prove a past pattern or practice of violations by the local agency in order to obtain injunctive relief. A court may presume when issuing an injunction that a single violation will continue in the future where the public agency refuses to admit to the alleged violation or to renounce or curtail the practice.[16] Note, however, that a court may not compel elected officials to disclose their recollections of what transpired in a closed session.[17]

Upon finding a violation of the Brown Act pertaining to closed sessions, a court may compel the legislative body to tape record its future closed sessions. In a subsequent lawsuit to enforce the Brown Act alleging a violation occurring in closed session, a court may upon motion of the plaintiff review the tapes if there is good cause to think the Brown Act has been violated, and make public the relevant portion of the closed session recording.

Costs and attorney's fees

Someone who successfully invalidates an action taken in violation of the Brown Act or who successfully enforces one of the Brown Act's civil remedies may seek court costs and reasonable attorney's fees. Courts have held that attorney's fees must be awarded to a successful plaintiff unless special circumstances exist that would make a fee award against the public agency unjust.[18] When evaluating how to respond to assertions that the Brown Act has been violated, elected officials and their lawyers should assume that attorney's fees will be awarded against the agency if a violation of the Act is proven.

An attorney's fee award may only be directed against the local agency and not the individual members of the legislative body. If the local agency prevails, it may be awarded court costs and attorney's fees if the court finds the lawsuit was clearly frivolous and lacking in merit.[19]

PRACTICE TIP: Attorney's fees will likely be awarded if a violation of the Brown Act is proven.

Criminal complaints

A violation of the Brown Act by a member of the legislative body who acts with the improper intent described below is punishable as a misdemeanor.[20]

A criminal violation has two components. The first is that there must be an overt act — a member of a legislative body must attend a meeting at which action is taken in violation of the Brown Act.[21]

"Action taken" is not only an actual vote, but also a collective decision, commitment or promise by a majority of the legislative body to make a positive or negative decision.[22] If the meeting involves mere deliberation without the taking of action, there can be no misdemeanor penalty.

A violation occurs for a tentative as well as final decision.[23] In fact, criminal liability is triggered by a member's participation in a meeting in violation of the Brown Act — not whether that member has voted with the majority or minority, or has voted at all.

The second component of a criminal violation is that action is taken with the intent of a member "to deprive the public of information to which the member knows or has reason to know the public is entitled" by the Brown Act.[24]

As with other misdemeanors, the filing of a complaint is up to the district attorney. Although criminal prosecutions of the Brown Act are uncommon, district attorneys in some counties aggressively monitor public agencies' adherence to the requirements of the law.

Some attorneys and district attorneys take the position that a Brown Act violation may be pursued criminally under Government Code section 1222.[25] There is no case law to support this view; if anything, the existence of an express criminal remedy within the Brown Act would suggest otherwise.[26]

Voluntary resolution

Arguments over Brown Act issues often become emotional on all sides. Newspapers trumpet relatively minor violations, unhappy residents fume over an action, and legislative bodies clam up about information better discussed in public. Hard lines are drawn and rational discussion breaks down. The district attorney or even the grand jury occasionally becomes involved. Publicity surrounding alleged violations of the Brown Act can result in a loss of confidence by constituents in the legislative body. There are times when it may be preferable to consider re-noticing and rehearing, rather than litigating, an item of significant public interest, particularly when there is any doubt about whether the open meeting requirements were satisfied.

At bottom, agencies that regularly train their officials and pay close attention to the requirements of the Brown Act will have little reason to worry about enforcement.

ENDNOTES:

1 California Government Code section 54960.1. Invalidation is limited to actions that violate the following sections of the Brown Act: section 54953 (the basic open meeting provision); sections 54954.2 and 54954.5 (notice and agenda requirements for regular meetings and closed sessions); 54954.6 (tax hearings); 54956 (special meetings); and 54596.5 (emergency situations). Violations of sections not listed above cannot give rise to invalidation actions, but are subject to the other remedies listed in section 54960.1.

2 *Castaic Lake Water Agency v. Newhall County Water District* (2015) 238 Cal.App.4th 1196, 1198

3 California Government Code section 54960.1 (b) and (c)(1)

4 *McKee v. Orange Unified School District* (2003) 110 Cal. App.4th 1310, 1318-1319

5 *Cohan v. City of Thousand Oaks* (1994) 30 Cal.App.4th 547, 556, 561

6 *Boyle v. City of Redondo Beach* (1999) 70 Cal.App.4th 1109, 1116-17, 1118

7 Government Code Section 54960.2(a); Senate Bill No. 1003, Section 4 (2011-2012 Session)

8 Government Code Sections 54960.2(a)(1), (2)

9 Government Code Section 54960.2(b)

10 Government Code Section 54960.2(a)(4)

11 Government Code Section 54960.2(c)(2)

12 Government Code Section 54960.2(c)(1)

13 Government Code Section 54960.2(c)(3)

14 Government Code Section 54960.2(d)

15 Government Code Section 54960.2(e)

16 *California Alliance for Utility Safety and Education (CAUSE) v. City of San Diego* (1997) 56 Cal.App.4th 1024; *Common Cause v. Stirling* (1983) 147 Cal.App.3d 518, 524; *Accord Shapiro v. San Diego City Council* (2002) 96 Cal. App. 4th 904, 916 & fn.6

17 *Kleitman v. Superior Court* (1999) 74 Cal.App.4th 324, 334-36

18 *Los Angeles Times Communications, LLC v. Los Angeles County Board of Supervisors* (2003) 112 Cal. App.4th 1313, 1327-29 and cases cited therein

19 California Government Code section 54960.5

20 California Government Code section 54959. A misdemeanor is punishable by a fine of up to $1,000 or up to six months in county jail, or both. California Penal Code section 19. Employees of the agency who participate in violations of the Brown Act cannot be punished criminally under section 54959. However, at least one district attorney instituted criminal action against employees based on the theory that they criminally conspired with the members of the legislative body to commit a crime under section 54949.

21 California Government Code section 54959

22 California Government Code section 54952.6

23 61 Ops.Cal.Atty.Gen.283 (1978)

24 California Government Code section 54959

25 California Government Code section 1222 provides that "[e]very wilful omission to perform any duty enjoined by law upon any public officer, or person holding any public trust or employment, where no special provision is made for the punishment of such delinquency, is punishable as a misdemeanor."

26 The principle of statutory construction known as *expressio unius est exclusio alterius* supports the view that section 54959 is the exclusive basis for criminal liability under the Brown Act.

Updates to this publication responding to changes in the Brown Act or new court interpretations are available at **www.cacities.org/opengovernment**. A current version of the Brown Act may be found at **www.leginfo.ca.gov**.

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COUNCIL COMMUNICATION

CC #: 1916
File #: 0400-07 & 0709-03

Title: Junction Crossing Parcel Map
Contact: Kerry Andrews 916-774-5346 kandrews@roseville.ca.us

Meeting Date: 2/16/2022
Item #: 6.19.

RECOMMENDATION TO COUNCIL

It is recommended that the City Council approve the parcel map on file with the City Clerk and accept, on behalf of the public, the easements and rights-of-way offered thereon, and approve the abandonment of the rights of way listed thereon.

BACKGROUND

On April 26, 2018, the City Council approved the Minor Design Review Permit for the Junction Crossing Project, and the corresponding Tentative Subdivision map to allow merging and resubdivison of 11 parcels, totaling approximately 1.38 acres, into two parcels with right-of-way abandonments and dedications, located at 120 Pacific Street.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund associated with this approval.

ENVIRONMENTAL REVIEW

The project was determined to be statutorily exempt from CEQA pursuant to PRC Sections 21155.4 (Sustainable Communities Strategy/Specific Plan), 21159.321 (Housing Project Exemptions), 21159.24 (Infill), and categorically exempt from CEQA pursuant to CEQA Guidelines Section 15332 (In-fill Projects). The proposed activity is consistent with the project as approved by City Council, and no further CEQA review is required.

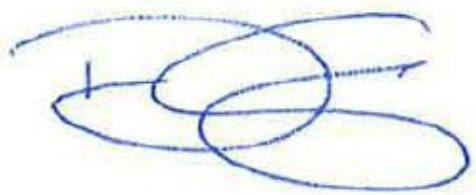
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Mike Isom, Development Services Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Parcel Map

Vicinity Map

OWNER'S STATEMENT:

THE UNDERSIGNED BEING THE ONLY PERSON HAVING ANY RECORD INTEREST IN THE LANDS SUBDIVIDED HEREON, HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THE PARCEL MAP OF "JUNCTION CROSSING" AND OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

1. PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO WATER, SANITARY SEWER, AND GAS PIPES, AND FOR UNDERGROUND AND OVERHEAD WIRES AND CONDUITS FOR ELECTRIC, TELEVISION, AND TELEPHONE SERVICES, AND FOR TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS THE LAND SHOWN HEREON AND DESIGNATED "PUBLIC UTILITY EASEMENT".

2. PUBLIC EASEMENT FOR VEHICLE ACCESS, PUBLIC PARKING AND THE PASSAGE OF PEDESTRIAN TRAFFIC ON AND ACROSS THE AREAS SHOWN HEREON AND DESIGNATED "VEHICLE ACCESS PARKING AND PEDESTRIAN EASEMENT".

3. PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF DRAINAGE PIPES AND UNDERGROUND FACILITIES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THE LAND SHOWN HEREON AND DELINEATED AS "PUBLIC STORM DRAIN EASEMENT".

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

1. AS PUBLIC RIGHT-OF-WAY THOSE AREAS SHOWN HEREON AS DESIGNATED "RIGHT-OF-WAY".

JUNCTION STATION, LP, A CALIFORNIA LIMITED PARTNERSHIP
BY: ST. ANTON JUNCTION STATION, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, ITS CO-GENERAL PARTNER

BY: _____
PETER H. GEREMIA, MANAGER

BY: PACH ANTON SOUTH HOLDINGS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, ITS MANAGING GENERAL PARTNER
BY: PACIFIC HOUSING, INC., A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION, ITS MANAGER

BY: _____
MARK A. WIESE, PRESIDENT

PLACER EQUITY LOANS BY SCOTT DIFFENBAUGH DOING BUSINESS AS PLACER EQUITY LOANS

BY: _____
SCOTT DIFFENBAUGH, OWNER

NOTARY 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 _____

ON _____ BEFORE ME, _____ , A NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____. (SEAL)

NOTARY ACKNOWLEDGEMENT:

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STATE OF CALIFORNIA
COUNTY OF _____

ON _____ BEFORE ME, _____ , A NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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STATE OF CALIFORNIA
COUNTY OF _____

ON _____ BEFORE ME, _____ , A NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____. (SEAL)

SURVEYOR'S STATEMENT:

THIS MAP OF "JUNCTION CROSSING" 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 ST. ANTON JUNCTION STATION, LLC IN NOVEMBER 2016. I HEREBY STATE THAT THIS PARCEL 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; THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED:_____

_____
MATT D. MORROW
P.L.S. 8501
EXP. DATE

CITY CLERK'S STATEMENT:

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF ROSEVILLE HAS APPROVED THIS PARCEL MAP OF "JUNCTION CROSSING" AND HAS ACCEPTED ON BEHALF OF THE PUBLIC THE EASEMENTS AND RIGHTS OF WAY OFFERED HEREON FOR DEDICATION, AND HAS APPROVED THE ABANDONMENT OF THE RIGHTS OF WAY LISTED WITHIN NOTE 4 ON SHEET 2.

DATED _____

_____
CITY CLERK, CITY OF ROSEVILLE

_____
ASSISTANT CITY CLERK

CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP OF JUNCTION CROSSING AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

_____DATE:_____
MARC STOUT
CITY ENGINEER, CITY OF ROSEVILLE
R.C.E. #69879 EXPIRATION DATE 9/30/22

I HEREBY STATE THAT I AM SATISFIED THAT THIS PARCEL MAP OF JUNCTION CROSSING IS TECHNICALLY CORRECT.

_____DATE:_____
TIMOTHY G. BLAIR
PLS. #8278 EXPIRATION DATE 12/31/23

PROFESSIONAL LAND SURVEYOR ☆ TIMOTHY G. BLAIR ☆ No. 8278 EXP. 12/31/23 STATE OF CALIFORNIA

RECORDER'S STATEMENT:

ACCEPTED FOR RECORD AND FILED WITHIN THE OFFICE OF THE RECORDER OF PLACER COUNTY, STATE OF CALIFORNIA, AT_____MINUTES AFTER_____O'CLOCK _____.M. ON THE_____ DAY OF_____, 20_____ AND RECORDED IN BOOK_____OF PARCEL MAPS, AT PAGE_____ AT THE REQUEST OF MORROW SURVEYING, INC.

FILE NO._____

FEE$_____

_____
RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA

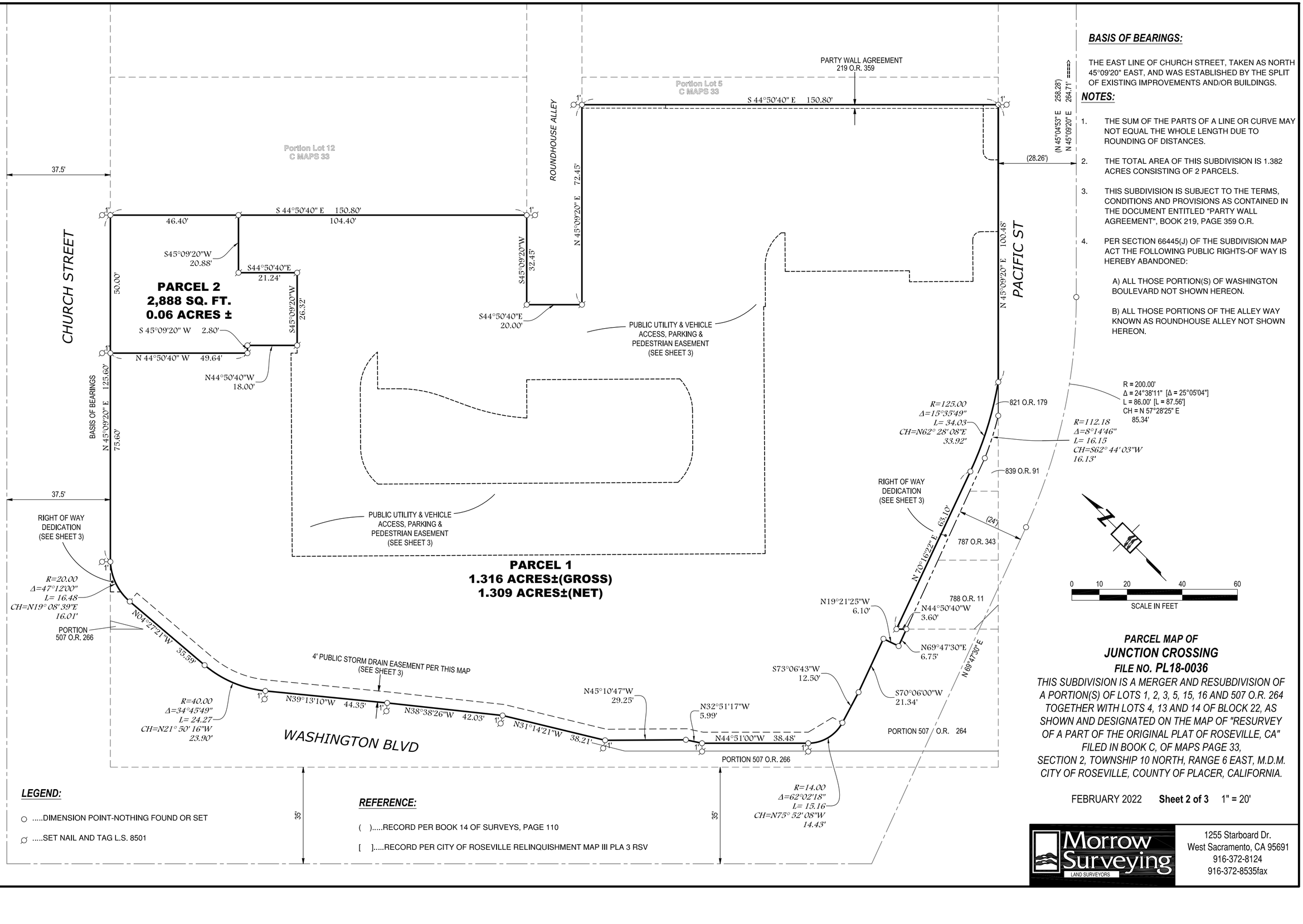
BY:_____
DEPUTY

PARCEL MAP OF
JUNCTION CROSSING
FILE NO. PL18-0036

THIS SUBDIVISION IS A MERGER AND RESUBDIVISION OF A PORTION(S) OF LOTS 1, 2, 3, 5, 15, 16 AND 507 O.R. 264 TOGETHER WITH LOTS 4, 13 AND 14 OF BLOCK 22, AS SHOWN AND DESIGNATED ON THE MAP OF "RESURVEY OF A PART OF THE ORIGINAL PLAT OF ROSEVILLE, CA" FILED IN BOOK C, OF MAPS PAGE 33, SECTION 2, TOWNSHIP 10 NORTH, RANGE 6 EAST, M.D.M. CITY OF ROSEVILLE, COUNTY OF PLACER, CALIFORNIA.

FEBRUARY 2022 **Sheet 1 of 3** 1" = 20'

Morrow Surveying
LAND SURVEYORS
1255 Starboard Dr.
West Sacramento, CA 95691
916-372-8124
916-372-8535fax



BASIS OF BEARINGS:

THE EAST LINE OF CHURCH STREET, TAKEN AS NORTH 45°09'20" EAST, AND WAS ESTABLISHED BY THE SPLIT OF EXISTING IMPROVEMENTS AND/OR BUILDINGS.

NOTES:

1. THE SUM OF THE PARTS OF A LINE OR CURVE MAY NOT EQUAL THE WHOLE LENGTH DUE TO ROUNDING OF DISTANCES.
2. THE TOTAL AREA OF THIS SUBDIVISION IS 1.382 ACRES CONSISTING OF 2 PARCELS.
3. THIS SUBDIVISION IS SUBJECT TO THE TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN THE DOCUMENT ENTITLED "PARTY WALL AGREEMENT", BOOK 219, PAGE 359 O.R.
4. PER SECTION 66445(J) OF THE SUBDIVISION MAP ACT THE FOLLOWING PUBLIC RIGHTS-OF WAY IS HEREBY ABANDONED:

   A) ALL THOSE PORTION(S) OF WASHINGTON BOULEVARD NOT SHOWN HEREON.

   B) ALL THOSE PORTIONS OF THE ALLEY WAY KNOWN AS ROUNDHOUSE ALLEY NOT SHOWN HEREON.

LEGEND:

○ .....DIMENSION POINT-NOTHING FOUND OR SET

⊙ .....SET NAIL AND TAG L.S. 8501

REFERENCE:

( ).....RECORD PER BOOK 14 OF SURVEYS, PAGE 110

[ ].....RECORD PER CITY OF ROSEVILLE RELINQUISHMENT MAP III PLA 3 RSV

PARCEL MAP OF
JUNCTION CROSSING
FILE NO. PL18-0036

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FEBRUARY 2022 **Sheet 2 of 3** 1" = 20'

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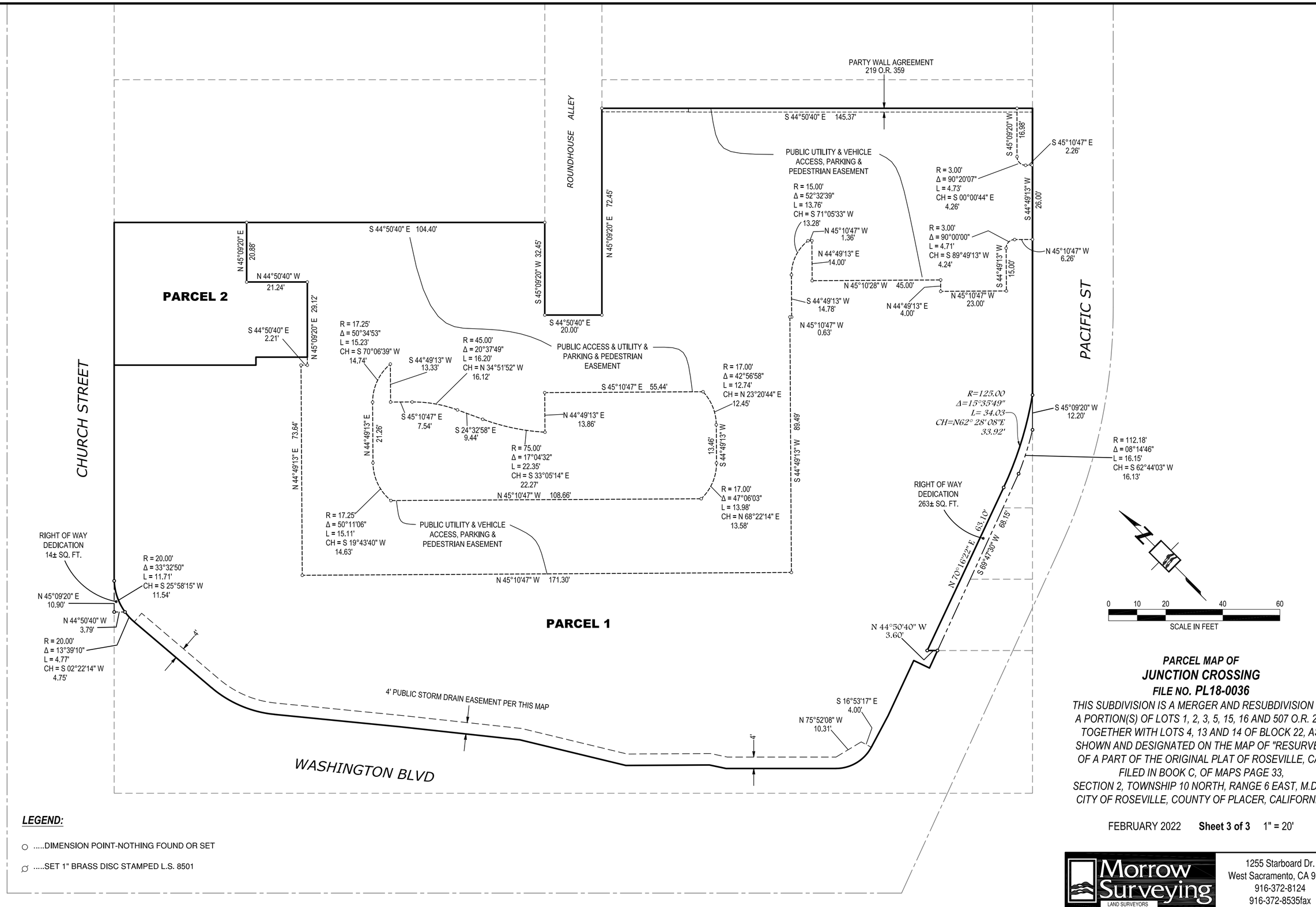
West Sacramento, CA 95691
916-372-8124
916-372-8535fax



PARCEL MAP OF

JUNCTION CROSSING

FILE NO. PL18-0036

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FEBRUARY 2022 **Sheet 3 of 3** 1" = 20'

LEGEND:

○ .....DIMENSION POINT-NOTHING FOUND OR SET

○ .....SET 1" BRASS DISC STAMPED L.S. 8501

Morrow Surveying
LAND SURVEYORS
1255 Starboard Dr.
West Sacramento, CA 95691
916-372-8124
916-372-8535fax

Junction Crossing Vicinity Map

COUNCIL COMMUNICATION

CC #: 1918
File #: 0321

Title: City Neighborhood Identification Sign Policy and Program
Contact: Jana Cervantes 916-746-1300 jcervantes@roseville.ca.us

Meeting Date: 2/16/2022
Item #: 7.1.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council adopt a resolution to approve the City Neighborhood Identification Sign Policy and Program (hereinafter, "Neighborhood Identification Sign Program" or "policy/program").

BACKGROUND

Since the inception of neighborhood associations ("NA") in Roseville, the NA's and the Roseville Coalition of Neighborhood Associations ("RCONA") have been a valuable partner in creating an engaged and involved community. The City, after an inquiry from and suggestive input by RCONA on appropriate and cost-effective ways to recognize and identify its active NA's, developed this City policy/program in order to assist the community in identifying these community locations. A likely secondary effect is reinforcing the sense of identity and pride within each neighborhood.

In adopting this policy/program, City Council declares that the use of any City of Roseville light, sign, pole, post, facility, property, or otherwise, shall not serve as a forum for free expression of the public; that such use is for non-public forum neighborhood identification purposes and an expression of City Council, directly or through its designee(s), including, but not limited to the City Manager (government speech). The purpose of this program is to establish clear guidance from the City Council regarding its policy, use, and the approval of Neighborhood Identification Signs on City owned property (e.g., lights, signs, poles, posts, facilities, etc.). In adopting this policy/program, City Council declares that the City retains sole and final discretion and approval authority, including ending the policy/program at any time.

This sign policy/program assists active RCONA NA's with the design, production, and installation of aluminum signs (similar in size to the existing Neighborhood Watch signs) at a limited number of designated perimeter entry points to each neighborhood.

Each sign will have a uniform color for a given NA and contain the words "Welcome to the <neighborhood association name> Neighborhood Association." The uniform color and design will ensure the signs are recognizable as NA signs in all areas of the City.

Under the policy/program, an active RCONA NA would make a request to the City and to RCONA to have signs installed in their area. The City would be the final authority as to the approval, the number, and specific location of the signs in each NA. The installation of signs will be on existing street lights, signs, or poles whenever possible to reduce the cost of installation.

Production and installation of the signs will be done by the City (or authorized agents/contractors of the City) as other work allows. The design, production and installation cost are an estimated $100 per sign.

The RCONA Executive Board collaborated on the development of the program. RCONA has expressed appreciation of the City's efforts to provide and install the signs.

FISCAL IMPACT

Based upon the anticipated demand, adequate funding for the NA signs is included in the Public Works Department's annual operating 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). Approval of the RCONA Neighborhood Sign Policy/Program meets the above criteria and no additional environmental review is required.

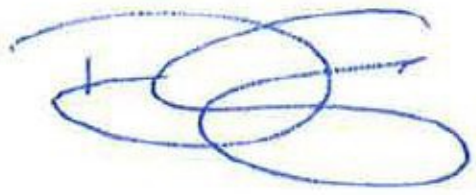
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal B - Support community engagement and advocacy
Goal E - Deliver exceptional city services

Respectfully Submitted,

Jana Cervantes, Senior Engineer

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-035

RCONA NA Sign Policy

Mock Sign Example

RESOLUTION NO. 22-035

APPROVING THE CITY NEIGHBORHOOD IDENTIFICATION SIGN POLICY AND PROGRAM

WHEREAS, since the inception of neighborhood associations ("NA") in Roseville, the NA's and the Roseville Coalition of Neighborhood Associations ("RCONA") have been a valuable partner in creating an engaged and involved community; and

WHEREAS, the City, after an inquiry from and suggestive input by RCONA on appropriate and cost-effective ways to recognize and identify its active NA's, developed this City Neighborhood Identification Sign Policy and Program in order to assist the community in identifying these community locations; and

WHEREAS, the City Neighborhood Identification Sign Policy and Program, has been reviewed by City Council.

WHEREAS, in adopting this Neighborhood Identification Sign Policy and Program, the City Council declares that the use of any City of Roseville lights, signs, poles, posts, facilities, or property owned or maintained by the City of Roseville for the Neighborhood Identification Sign Policy and Program is not intended to serve, open, or create forums for free expression by the public, but rather are maintained as nonpublic forums for the display of signs outlined in the City Neighborhood Identification Sign Policy and Program, as an expression of the City Council's, and its designee(s), including, but not limited to the City Manager, official speech and expressions (government speech); and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the City Neighborhood Identification Sign Policy and Program is hereby approved.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

Neighborhood Identification Sign Program

Developed January 2022

The Roseville City Council (hereinafter, “City Council”) desires to establish a Neighborhood Identification Sign Policy and Program (hereinafter, “Neighborhood Identification Sign Program” or “program”) to assist residents and visitors identify neighborhoods within the City of Roseville (hereinafter, “City of Roseville” or “City”).

In adopting this program, City Council declares that the use of any City of Roseville pole, post, facility, property, or otherwise, shall not serve as a forum for free expression of the public; that such use is for non-public forum neighborhood identification purposes and an expression of City Council, directly or through its designee(s) (government speech).

The purpose of this program is to establish clear guidance from the City Council regarding its policy, use, and the approval of Neighborhood Identification Signs on City owned property (e.g., poles, posts, facilities, etc.).

In adopting this program, City Council declares that the City retains sole and final discretion and approval authority and that utilization of any City property is not intended and shall not serve as a forum for free expression by the public; that these locations are non-public forums for the display of government speech to assist visitors and residents in and around our community.

What is a Neighborhood Identification Sign?

The Neighborhood Identification Sign Program helps residents and visitors identify Roseville Coalition of Neighborhood Association (RCONA) recognized and active neighborhood associations within Roseville. This program reinforces the sense of identity and pride within neighborhoods.

These aluminum signs will display “Welcome to the <neighborhood association name>” and may also include a simple emblem representative of the specific neighborhood. These emblems must follow the guidelines outlined in section four of the City’s Policy Pertaining to Advertising on or in Roseville Transit Vehicles, Facilities, Guides, and Maps.

The sign design and installation location(s) must be approved by the City of Roseville, with sole and final approval authority, and the RCONA Executive Board, with proof of formal approval, prior to installation by the City.

The signs can only be installed by City of Roseville staff or contractors retained by the City. Any signs not approved by the City and the RCONA Executive Board or not installed by City staff or City contractors will be removed at the neighborhood association's expense.

Design

A design template will be provided by the City. The City's Public Affairs and Communications Department will assist with design as resources allow. The City of Roseville will review signs prior to manufacturing to verify that the sign design and colors meet the program requirements.

- Signs will be designed to fit an 18 inch x 24 inch panel for Neighborhood Identification signs (this is the same size as Neighborhood Watch signs), single sided.
- Signs cannot be made with color combinations reserved for traffic control devices such as STOP signs, speed limit signs, school warning signs, etc. (red, black, or white, yellow).

Fabrication Requirements

The signs will be fabricated by the City according to CalTrans and the City of Roseville requirements.

- Signs will be fabricated on .080 inch aluminum panel using ASTM IV High Intensity Prismatic sheeting.
- UV-protective sheeting will be included to extend the life of the colors.

Sign Installation

- Neighborhood identification signs will be installed along the **perimeter** of the neighborhood association boundary at significant entry points to the neighborhood only, as determined and approved by the City with a limit of eight signs per Neighborhood Association.
- Installation on existing sign poles and street light poles will be prioritized. These Neighborhood Identification Signs cannot be installed with regulatory or warning

signs, and some other traffic control signage. The City retains the sole discretion to determine the ultimate location of the Neighborhood Identification Signs.
- Damaged, vandalized, unsafe or deteriorating signs or signs in need of repair can be removed at the sole discretion of the City.
- Signs will be installed as scheduling allows. Safety and other City maintenance responsibilities will be a priority.

Design and Application Review

The neighborhood association sponsoring the application shall submit all required paperwork to the City of Roseville, Public Works Department. The Public Works Department shall coordinate review and approval of the sign design, sign placement and installation.

Duration of Program

The City reserves the right to terminate the Neighborhood Identification Sign Program at any time in its sole discretion.

WELCOME TO THE

Cherry Glen

NEIGHBORHOOD ASSOCIATION

COUNCIL COMMUNICATION

CC #: 1925
File #: 0600-01 & 0201-01

Title:	Roseville Police Officers' Association - Memorandum of Understanding, Salary Schedule Update, and Budget Adjustment
Contact:	Stacey Peterson 916-774-5374 slpeterson@roseville.ca.us

Meeting Date: 2/16/2022
Item #: 8.1.

RECOMMENDATION TO COUNCIL

It is recommended that the City Council take the following actions:

1. Adopt a resolution approving the attached Roseville Police Officers' Association (RPOA) Memorandum of Understanding.

2. Adopt an ordinance to approve the attached RPOA Salary Schedule A and Salary Schedule B (Appendix A) reflecting a 3% general wage increase and Salary Schedule B compressed salary range for Police Sergeant from 13 steps to 10 salary steps.

3. Adopt an ordinance to approve the attached budget adjustment.

BACKGROUND

The current Memorandum of Understanding (MOU) for Roseville Police Officers' Association (RPOA) expired on December 31, 2021. During the last few negotiations and the current cycle with the City of Roseville employee bargaining units, the City's goal has been to ensure it is competitive in the marketplace on recruitment and retention among comparable agencies while remaining fiscally responsible.

As a service organization, labor is the City's biggest expense and the City has taken steps to control costs in this area. In the past eight years, the City has implemented policies to slow payroll growth, reduce retirement benefits, set total compensation (salaries and benefit packages) at median in the labor market (except for Electric Department positions), and control pension costs by transferring the responsibility to employees to fund 100 percent of the employees' share of pension costs. During the time the City was implementing these cost-control measures, services were expanded to meet the needs of our growing population, yet staffing was reduced by 40 percent per capita from FY2007-08 to FY2021-22.

Maintaining the quality of services along with the integrity of the City's more than $4 billion worth of

infrastructure requires balancing our ability to attract and retain a high-performing workforce while living within our means. To this end, the City has strived during this round of bargaining to recognize the exceptional efforts of City staff through the COVID pandemic by providing outstanding service to the community which has been substantiated by the recent community surveys. This resulted in recommending the City salary philosophy align to the 55th percentile of the market, which is estimated to increase compensation by about 1.5 percent to recruit and retain highly engaged employees to continue great service to the community. The City also created a tiered benefits structure to provide a different contribution at the Employee only, Employee plus One or Employee plus Family benefit levels to be used by active employees to remain competitive and cost effective in the market.

Ultimately, the City's compensation philosophy seeks to maintain internal equity among employee groups' medical benefits for current employees and to compare its total compensation with jurisdictions that are similar in size, services, and geographical location to remain competitive and retain our talented City employees who have produced high service levels affirmed by the community.

RECOMMENDATION

After numerous bargaining sessions since September 15, 2021, Roseville Police Officers' Association membership ratified the City's Last, Best and Final Offer on January 27, 2022. The significant provisions of the agreement are as follows:

Term

The term covers four years from February 12, 2022, to December 31, 2025.

Salaries and Benefits

Adjustments to the salaries fall in two categories: those that address general salary increases across the group and labor market adjustments.

1. **General Wage Increase:**

   Year 1: A 3.0% general base wage increase is recommended for all classifications in the bargaining group (both Salary Schedule A and Salary Schedule B) effective February 12, 2022, which will offset labor market adjustments in 2023.

   Year 3: A 2.5% general base wage increase is recommended for all classifications in the bargaining group (both Salary Schedule A and Salary Schedule B) in the first full pay period in January 2024.

2. **Labor Market Adjustments**

   A total compensation study will be conducted in July 2022 and 2024 to determine the job classifications in the bargaining group behind the labor market. The City will provide a salary increase for each classification falling below the 55th percentile of the total compensation market by an amount to match the 55th percentile of the market. Staff will present the results of the study to Council in December prior to the effective date, for review and approval of the updated salary schedules to be effective the first full pay period in January 2023 (Year 2) or January 2025 (Year 4).

3. **Salary Schedule B Police Sergeant Salary Range: Reduce from 13 steps to 10 steps**

To promote retention of staff and stay competitive in our market, the Schedule B salary ranges will be reduced from 13 steps to 10 steps, using the same top salary step, establishing 3 percent between salary steps, except for the difference between salary step A to B at 4.7% below the new step B.

4. **Health Benefits**

To address increasing premium costs, the Flex Credit benefit will be revised to provide a different level of contribution for those enrolled in Employee Only versus Employee Plus One or Employee Plus Family medical plans, to cover approximately eighty percent of the premium costs for medical, dental and vision at the family level. The following includes a summary of the recommended Flex Credit benefit adjustments to create a 3 Tiered benefit contribution:

Flex Credit Effective	Employee Only	Employee Plus One	Employee Plus Family
March 1, 2022	-$58/month	+$15/month	+$150/month
January 1, 2023	No change	+$45/month	+$75/month
January 1, 2024	No change	+$45/month	+$75/month
January 1, 2025	No change	+$45/month	+$75/month

5. **Overtime**

To be consistent with all other labor groups, sick leave time off will be counted as time worked for purposes of paying overtime.

6. **Shift Differential**

To support retention, staff recommends an increase to the graveyard shift differential from 2.5 percent to 5 percent and to add a 2.5 percent swing shift differential.

7. **Holiday pay**

To support operational needs, employees may request to cash out up to 110 holiday hours in the calendar year, as specified, without being required to seek time off first.

8. **Non-recurring Holiday**

The bargaining group will no longer observe non-recurring holidays as appointed by the President of the United States or the Governor of the State of California. This will remove the unanticipated loss of productivity and disruption of services to the City.

FISCAL IMPACT

The current total annual salary and benefit cost to the City for the 134 full-time positions in the RPOA bargaining group is $18,339,903, which is fully funded by the General Fund (GF). The additional ongoing incremental cost for each calendar year of the 4 year term of the successor MOU is as follows:

	Incremental Calendar Year 1	*Incremental* Calendar Year 2	*Incremental* Calendar Year 3	*Incremental* Calendar Year 4
Wages:				
General Salary Increase: Yr 1 (3%); Yr 3 (2.5%)	$366,655	-	$364,089	-
Labor Market Adjustment	-	TBD**	-	TBD**
Schedule B Adjustment	$26,568	-	-	-
Other costs:				
Pension*	$91,476		$85,925	
Health	$76,680	$161,460	$220,123	$275,580
Shift and overtime pay	$51,096		$1,812	
Deferred compensation	$6,062		$5,388	
Other Benefits (Life, LTD, OPEB)	$12,436		$11,678	
Taxes (Medicare, SUI)	$6,589		$6,190	
Total Incremental GF Cost	$637,562	$161,460	$695,205	$275,580

**This incremental pension cost results only from the negotiated wage increase and does not include the cost of anticipated PERS rate changes. The terms and conditions of the pension benefit plan remain unchanged.*
***The value of 1% of total compensation is $183,399.*

While the incremental cost of the negotiated agreement for calendar year 2022 is projected to be $637,562 (3.48% of total compensation), $161,460 (.88% of total compensation) in 2023, $695,205 (3.79% of total compensation) in 2024, $275,580 (1.5% of total compensation) in 2025, the increases are compounding and therefore the projected total salary and benefit cost increase for the items specified above is $4.7 million for the General Fund, not accounting for the cost in calendar year 2 and 4 of the labor market adjustments to maintain salaries at the 55th percentile of the market consistent with the City's new salary philosophy. Prior to implementation of the labor market adjustments in year 2 and 4, the cost to maintain salaries at the 55th percentile will be presented to Council with the updated salary schedules.

The cost to the General Fund of the successor RPOA salary and benefit adjustments for the FY2021-22 is $260,831 based on 9 pay periods remaining. Staff recommends City Council approve an adjustment to the budget to fund the added salary and benefit costs for the remainder of FY2021-22 budget. The estimated impact of this agreement and the other recently negotiated agreements on the FY2021-22 General Fund budget is $1,734,753. The General Fund has existing appropriation authority available to fund $850,000 of this increase. Staff recommends that the City Council authorize a budget adjustment of $884,753 from additional forecasted Bradley-Burns sales tax revenues to fund the remaining balance. These additional funds will be budgeted in the General Fund contingency budget and then will be reallocated to the appropriate General Fund Departments. The ongoing costs will be incorporated into the FY2022-23 budget.

ENVIRONMENTAL REVIEW

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

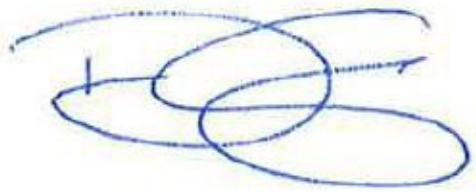
a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Adoption of a Memorandum of Understanding meets the above criteria, and therefore is not subject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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community
Goal E - Deliver exceptional city services

Respectfully Submitted,

Stacey Peterson, Human Resources Director



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-040

RPOA MOU redline

RPOA MOU Final

Ordinance 6455

2022-02-12 RPOA A Salary Schedule

2022-02-12 RPOA B Salary Schedule

Ordinance 6456

Budget Adjustment

RESOLUTION NO. 22-040

APPROVING A MEMORANDUM OF UNDERSTANDING FOR SWORN EMPLOYEES REPRESENTED BY THE ROSEVILLE POLICE OFFICERS' ASSOCIATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Memorandum of Understanding for Sworn Employees Represented by the Roseville Police Officers' Association, has been reviewed by the City Council;

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

PASSED AND ADOPTED by the City Council of the City of Roseville this_____day of_____, 20___, by the following vote on roll call:

AYES COUNCIL MEMBER:

NOES COUNCIL MEMBER:

ABSENT COUNCIL MEMBER:

_____
Mayor

ATTEST:

_____
City Clerk

Master Memorandum of Understanding

Roseville Police Officers' Association and City of Roseville

Term of Agreement:
~~January 1~~February 12, 2022~~19~~ - December 31, 2025~~1~~

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MEMORANDUM OF AGREEMENT

CHAPTER 1. ADMINISTRATION

ARTICLE I. PREAMBLE

This Memorandum of Agreement, hereafter referred to alternatively as "the Agreement," “Memorandum of Understanding,” or “MOU,” entered into by the City of Roseville, hereafter referred to as "the City" or "the employer" pursuant to Section 3500, et seq. of the Government Code of the State of California and Resolution No. 72-55 of the City of Roseville, and the Roseville Police Officer’s Association, hereafter referred to as "RPOA" or "the Association" has as its purpose the promotion of harmonious labor relations between the City and RPOA; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other terms and conditions of employment.

The term "Agreement" as used herein means the written agreement provided under Section 3505.1 of the Government Code.

ARTICLE II. RECOGNITION

Pursuant to the Meyers-Milias-Brown Act, the City recognizes the Roseville Police Officer’s Association as the exclusive representative for all employees in the bargaining unit as provided by Chapter 3.17 of the City's Personnel Rules.

ARTICLE III. CONTINUATION OF BENEFITS

A. This Memorandum of Understanding is intended both as the final expression of the agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of this Memorandum of Understanding. No amendment, alteration, understanding, variation, waiver or modification of any terms of provisions of this Memorandum of Understanding shall in any manner be binding upon the parties unless made and executed in writing between the parties hereto and approved and implemented by the City Council.

B. Terms and conditions of employment as specified in this Memorandum shall remain in full force and effect during the term of this Memorandum unless modified pursuant to the above paragraph.

C. The parties agree that all applicable City Personnel Rules apply to the RPOA except for as expressly provided for herein.

ARTICLE IV. TERMS OF UNDERSTANDING

This Memorandum of Understanding incorporates all modifications regarding wages, hours, and other terms and conditions of employment. This Memorandum of Understanding shall be effective ~~as of the first full payperiod~~February 12, 2022 upon~~after~~ City Council approval and shall expire December 31, 2025~~1~~.

ARTICLE V. SEVERABILITY OF AGREEMENT

This Memorandum of Understanding is severable. Should any provision of this Agreement be found unlawful or unenforceable by a court of competent jurisdiction, or invalidated by subsequently enacted legislation, the remainder of the Agreement shall continue in force. Upon occurrence of such an event, the parties shall meet and confer as soon as practical to renegotiate the invalidated provision(s).

CHAPTER 2. SALARIES AND OTHER COMPENSATION

ARTICLE I. SALARIES

~~A. **Labor Market Adjustments** - Effective the first full pay period in January 2019 or upon approval of the City Council, whichever is latest, the following salary increases shall be implemented for employees in the classifications listed below:~~

~~January 2019~~

~~Police Officer 6.54%~~
~~Sergeant 5.35%~~

~~First full pay period in January 2020~~

A. General Wage Increase 2022

Effective ~~the first full pay period in January 2022~~20, ~~or the first full pay period after approval of the City Council, whichever is later~~February 12, 2022, the classification salary schedules (base salary) listed in Appendix "G" shall be increased by three ~~two~~ percent (3~~2~~%).

B. **General Wage Increase 2024**

Effective the first full pay period in January 2024, the classification salary schedules (base salary) listed in Appendix "G" shall be increased by two and half percent (2.5%).

C. **Labor Market Adjustments**:

Effective the f~~F~~irst full pay period in January 2023~~1~~,

~~S~~salary increases shall be determined for employees classified as (1) Police Officer and (2) Sergeant based on a Total Compensation Study. The effective date of the Total Compensation Study survey data is July 1, 2022~~0~~.

The Total Compensation Study will use the agencies provided in Appendix "Z" for comparison and will be based on the same salary and benefit elements and methodology used in the 2020~~18~~ Total Compensation Study for each classification, which include:

Minimum Base Salary
Maximum Base Salary
Employee's Portion of PERS Paid by the Employer (%)
Employee's Portion of PERS Paid by the Employer
Deferred Compensation
Longevity Pay (Year 10)
Maximum Education/Certification Pay
Education/Certification Pay Notes
Cafeteria Plan
Health (Most Expensive Plan)
Dental
Vision
Life Insurance
Long-Term Disability Insurance
Retiree Health Savings Account (RHSA)
Social Security/Medi-Care
Employee Contributions Towards RHSA
Employer Portion of Retirement Paid by the Employee

The Total Compensation Study will be prepared at the City's expense and the City will provide a draft of the result of the Total Compensation Study to RPOA for comments and to review for accuracy no later than October 14, 2022 ~~November 2, 2020~~. The RPOA will provide any comments regarding the accuracy of the Total Compensation Survey no later than October 28, 2022 ~~November 13, 2020~~. The City will provide a salary increase for each classification falling below the 55th Percentile of the total compensation market ~~median~~ by an amount to match the 55th Percentile market ~~median~~.

D. Labor Market Adjustments:

Effective the first full pay period in January 2025, salary increases shall be determined for employees classified as (1) Police Officer and (2) Sergeant based on a Total Compensation Study. The effective date of the Total Compensation Study survey data is July 1, 2024.

The Total Compensation Study will use the agencies provided in Appendix "Z" for comparison and will be based on the same salary and benefit elements and methodology used in the 2023 Total Compensation Study for each classification, which include:

Minimum Base Salary
Maximum Base Salary
Employee's Portion of PERS Paid by the Employer (%)
Employee's Portion of PERS Paid by the Employer
Deferred Compensation
Longevity Pay (Year 10)
Maximum Education/Certification Pay
Education/Certification Pay Notes
Cafeteria Plan
Health (Most Expensive Plan)
Dental
Vision
Life Insurance
Long-Term Disability Insurance
Retiree Health Savings Account (RHSA)
Social Security/Medi-Care
Employee Contributions Towards RHSA
Employer Portion of Retirement Paid by the Employee

The Total Compensation Study will be prepared at the City's expense and the City will provide a draft of the result of the Total Compensation Study to RPOA for comments and to review for accuracy no later than October 14, 2024. The RPOA will provide any comments regarding the accuracy of the Total Compensation Survey no later than October 28, 2024. The City will provide a salary increase for each classification falling below the 55th Percentile of the total compensation market by an amount to match the 55th Percentile market.

E. **Salary Schedule B Salary Range: Police Sergeant Reduce from 13 steps to 10 steps**

Effective February 12, 2022, the Schedule B salary range for Police Sergeant will be reduced from 13 steps to 10 steps, using the same top salary step, establishing 3 percent between salary steps, except creating a new entry salary step that is 4.7% below the new step B.

F.~~B.~~ Reopener Provision.

The City may reopen this contract if the following occurs:

1. The City loses the ability to collect, levy or transfer to the general fund, lighting and landscape assessments or the four percent (4%) in-lieu fee from the City's various enterprise funds and the loss of these revenue sources exceeds $1m; or

2. The Roseville voters by local ballot initiative approve the elimination or reduction of a revenue currently being levied or collected in the amount listed above.

The City and RPOA shall mutually agree to the manner in which reductions in expenditures are obtained to balance the City's General Fund. Any negotiation and implementation period shall not exceed sixty (60) calendar days.

The City will meet and confer over any impacts proposed due to a revenue loss. The City will also work closely with RPOA to mitigate the impacts of these revenue losses.

In the event the City's other revenues increase or exceed the amount of any lost revenue, levy or transfer to the General Fund, the City shall not reopen the MOU.

G~~C~~. Effective the first full pay period in January 2016 or upon approval by the Council whichever is latest, all employees hired prior to the first pay period after City Council approval will remain on the current salary schedule (A) in Appendix G for all listed classifications. All such employees will continue on this salary schedule when promoted or transferred to other classifications.

H~~D~~. Effective the first full pay period in January 2016 or upon approval by the Council whichever is latest, the City will create a second salary schedule (B) in Appendix G which will apply to new hires for all listed classifications in the bargaining unit. For purposes of this provision, any employee who was initially hired prior to the first pay period after City Council approval that had a break in City service and was rehired after the first pay period after City Council approval will be deemed a newly hired employee under this provision.

ARTICLE II. DIFFERENTIAL/TRAINING PAY

Any employee designated in writing to provide formalized training to a new employee (to orient or train) shall receive a five percent (5%) differential in salary. Formalized training programs must be established in order for an employee to be eligible for the training differential pay. In-service training does not qualify for the training differential pay.

The following parameters apply to qualifying for the differential/training pay:

Primary Field Training Officers (FTOs):

Eight Primary Field Training Officers will be identified through an interview process. Primary FTOs will receive the differential/training pay even when they are not assigned a trainee. Primary FTOs are subject to the following parameters:

1) One FTO will be assigned to each Patrol Shift. One slot will be blocked out on each shift and assigned as a FTO position. Primary FTOs will bid for those shifts during the shift bid process based on their Department seniority.
2) Primary FTOs will be evaluated by the FTO Lieutenant/Sergeant once each year for continued participation as a Primary FTO. If the evaluation determines the Primary FTO is no longer

meeting the requirements of the position, the FTO Lieutenant/Sergeant may recommend to the Chief of Police that the FTO be removed from the Primary role and either reassigned as a Secondary FTO or removed from the training program. Participation as a primary FTO will be at the discretion of the Chief of Police. This evaluation period will take place in advance of the shift bidding process so staff may bid for their shift appropriately.

3) Considerations will be given to a candidate's role as a Secondary FTO when filling any open Primary FTO positions.

Secondary Field Training Officers:

Secondary FTOs will be identified through an interview process as deemed necessary to fill training needs of the Department. Secondary FTOs will receive the differential/training pay for all hours worked when assigned a trainee.

Academy Field Training Officers:

Training Officers assigned to monitor trainees in the Police Academy shall receive the differential/training pay for the duration of the academy assignment. If the Training Officer is already receiving the differential/training pay for a Primary or Secondary Field Training Officer assignment and is assigned to monitor academy trainees, they only receive the differential/training pay for one assignment.

ARTICLE III. EDUCATIONAL INCENTIVE

A. The following employees shall receive the following noncumulative monthly educational incentive payments in consideration of the prescribed standards of educational achievement as indicated below:

Police Officer or Police Sergeant - AA Degree from an accedited college or university or POST Intermediate Certificate: five percent (5%) of base pay.

Police Officer or Police Sergeant - BA degree from an accedited college or university or POST Advanced Certificate: twelve and one-half percent (12.5%) of base pay.

For the purposes of defining achievement of a certificate, submission of the signed certificate application to California POST shall constitute proof.

B. Educational incentive pay shall not be computed for payroll purposes such that the payment results in a supplement to base salary compensation, particularly where it would have a compounding wage effect upon overtime and acting assignment compensation. Rather, educational incentive payments shall be included in bi-weekly payrolls and shall constitute a form of compensation separate and apart from any other form of compensation.

C. Employees may not receive educational pay for both an AA degree/POST Intermediate Certificate and a BA/BS degree/POST Advanced Certificate; they are not cumulative payments and only one or the other qualifies for payment.

ARTICLE IV. SERVICE TERM BONUS

1. In recognition of the substantial contribution to the community made by employees as a result of the length of their aggregate City service, the City shall annually award each applicable employee hired prior to the first pay period after City Council approval, a service term bonus pay as indicated below.

Service Term	Service Term Bonus
Beginning of 10th year to completion of 14th year	2.5% of base salary
Beginning of 15th year and every year thereafter	5.0% of base salary

The Service Term Bonus shall not exceed five percent (5.0%).

Service term pay shall be included on each eligible employee's bi-weekly payroll.

The service term pay is to be considered as part of an employee's total compensation. The maximum cost of the service term pay shall be used when calculating total compensation for the purpose of comparing salaries and benefits of the City to other benchmark agencies.

2. Employees hired on or after January 1, 2016, who receive a satisfactory or above annual performance review shall receive an annual lump sum performance bonus as follows:

Service Term	Performance Bonus
Beginning of 10th year to completion of 14th year	2.5% of the annual base salary
Beginning of 15th year and every year thereafter	5.0% of the annual base salary

The annual lump sum performance bonus shall be paid with the first full pay check in January each year based upon the base salary paid during the first full pay period in the previous November of each year.

ARTICLE V. COURT APPEARANCE

A. Standby

Employees who are off duty (excluding sick leave days off or Workers' Compensation leave) awaiting court appearance and such appearance is cancelled by the court, shall receive standby pay of two (2) hours pay at their overtime rate. In the event the employee is notified of the cancelled court appearance prior to the end of their last regularly scheduled shift, the employee shall not be entitled to any standby pay. If an employee is scheduled to appear in court within two (2) hours of the time he/she is to report for duty and the appearance is cancelled, the employee will receive standby pay only up to the time he/she is to report for duty. In no way will the employee's eligibility for standby pay and actual work hours overlap. For multiple same day subpoenas, an employee is entitled to receive standby pay in accordance with this Article when the employee has subpoenas for the morning (0800-1200 hours) and afternoon (1300-1700 hours) and when one or both are cancelled. Standby shall be paid for both subpoenas so long as appearance times do not overlap unless the employee is notified prior to 1230 hours in reference to any cancellation of the afternoon subpoena.

The required notification for this provision shall be one of the following:

1. Notice in person or by telephone to the employee including messages left on telephone recorders or answering devices at the employee's place of residence.

2. Voice mail delivered thirty (30) minutes prior to the end of the employee's last regularly scheduled shift.

B. Off Duty

Employees who are off duty and are required to make a court appearance shall be entitled to a minimum of four (4) hours of overtime pay for court appearances plus thirty (30) minutes of travel time for appearances outside of Roseville. Employees who begin a regular or other work shift within four (4) hours of their required court appearance time will be compensated hour-for-hour for time spent in court prior to the beginning of their work shift. If, during the four (4) hours an employee is required to report to a regular or other work shift, the court pay will terminate. In no way will court time pay overlap with a regular or other work shift. If the court schedules an employee for a second appearance on a subpoena, the employee will receive hour-for-hour pay on the second appearance as long as the court time does not fall within the employees regular work schedule. For multiple same day subpoenas, an employee shall receive four (4) hours of compensation for an a.m. appearance and an additional four (4) hours of compensation for a p.m. appearance so long as court is not cancelled and the court time does not overlap with the employee's regular work schedule. Finally, where there is a separation between the conclusion of the court appearance and the beginning of an employee's regular shift, the employee shall be eligible for four (4) hours of compensation.

C. Employees attending court shall not be compensated for the lunch recess.

D. Employees shall not be eligible for meal reimbursement during or for court appearances except in the case when a court appearance occurs on an employee's day off and the appearance is continued through the court lunch break. In this case the employee shall be reimbursed for the actual cost of the meal not to exceed ten dollars ($10.00). Each reimbursement request must be accompanied by a receipt.

E. Employees who are scheduled for, and participate in, DMV telephone hearings outside of their scheduled workshift shall receive two (2) hours of compensation at the overtime rate. DMV hearing pay shall terminate when the hearing overlaps into the employee's scheduled workshift.

ARTICLE VI. OVERTIME

A. Overtime work may be required of any employee in order to meet special or unusual needs of service beneficial to the City and community. However, no employee may be required to work overtime during any scheduled work week in which he/she is on unpaid status due to disciplinary action. Overtime is defined as the number of hours worked in excess of the normal weekly schedule of work hours as illustrated below:

Employee Work Schedule	Overtime
Eight hours per day, five days per week	Over forty hours in a week (5/8 plan)
Ten hours per day, four days per week	Over forty hours in a week (4/10 plan)
Flex-time approved by the City Manager in writing	Over the prescribed hours per week

Workers' Compensation leave ~~and any sick leave~~ hours are not to be considered to be hours worked for overtime purposes.

B. Incidental overtime, defined here as less than eight (8) minutes nonrecurrent extension of the workday/shift, is not compensable in any form.

C. Overtime shall be compensable in increments of fifteen (15) minutes.

D. Overtime shall be compensable at the rate of one and one-half (1 ½) times the employee's base hourly rate.

E. Shift Extension. If an employee is called to work early or is worked beyond his/her normal work shift, compensation for overtime shall be calculated in accordance with Subsection C of this section.

F. Shift Change:

To qualify for the below provisions, a shift change must result in less than twenty-four (24) consecutive hours off. Shift changes which exceed twenty-four (24) hours off and shift changes for purposes of training, or the transfer of probationary employees enrolled in the field training program shall not be eligible under this provision.

5/8 Schedule: Employees required to work more than five (5) consecutive shifts as a result of a shift change shall receive overtime on the sixth and succeeding consecutive shifts worked.

4/10 Schedule: Employees required to work more than four (4) consecutive shifts as a result of a shift change shall receive overtime on the fifth and succeeding consecutive shifts worked.

11 Hour Schedule:
Employees required to work more than four (4) consecutive shifts during their eleven (11) hour shift week as a result of a shift change shall receive overtime on the fifth and succeeding consecutive shifts worked.

G. Compensatory Time Off (CTO). Compensatory time off shall be governed as follows:

1. Regular and probationary employees may accrue compensation time off in lieu of overtime pay. The accrual rate for compensatory time off shall be one and one-half (1 ½) hours for each hour of compensatory time worked.

2. Once an employee has been credited with compensatory time off, the employee shall either take the CTO or shall be paid for all hours accrued. Employees requesting payment for accrued CTO hours shall be paid by the next full pay period from the date requested.

3. Upon separation the employee will be paid at the employee's current hourly rate or average of last three (3) years whichever is higher for the remaining compensatory balance.

4. Maximum accumulation of compensatory time shall be reduced as follows:

   a. Effective January 1, 2019, the maximum accumulation of CTO shall be two hundred and forty (20) hours;
   b. Effective January 1, 2020, the maximum accumulation of CTO shall be two hundred (200) hour; and
   c. Effective January 1, 2021, the maximum accumulation of CTO shall be one hundred and sixty (160) hours.
   d. Employees with CTO balances above the maximum cap on January 1, 2019 shall be allowed to maintain said balances but shall not be allowed to accrue additional

CTO hours until their balance drops below the cap identified above that respective year.

e. Employees at or below a CTO balance of 200 on January 1, 2019 shall be covered under subsection 4b of this Article and shall be capped at 200 hours. Employees at or below a CTO balance of 160 on January 1, 2019 shall be covered under subsection 4c of this Article and shall be capped at 160 hours.

5. The City and Department agree that an employee's CTO request will generally be granted, unless granting the CTO would provide undue disruption to operation of the Department as determined by the Chief of Police or designee, including if it would result in below recommended minimum staffing levels on any shift. If the CTO request is for less than forty (40) hours and the employee provides at least fourteen (14) days' notice for the request, the Department agrees to grant CTO leave on the specific date requested even where backfilling on overtime is required unless granting the CTO would provide an undue disruption to operation of the Department as specified herein. If the CTO request is for more than forty (40) hours and the employee provides at least twenty-eight (28) days' notice for the request, the Department agrees to grant CTO leave on the specific date requested even where backfilling on overtime is required unless granting the CTO would provide an undue disruption to operation of the Department as specified herein.

   a. Each shift shall be treated and considered separately.

   b. Granting the CTO shift, as set forth in subparagraph 1, shall apply to requests issued after shift bidding. Requests for CTO leave prior to shift bidding shall be granted at the discretion of the Chief of Police or designee.

   c. The employee requesting the use of CTO shall generally be notified as to whether the request has been granted by the end of his/her shift, or within a reasonable amount time thereafter. If an employee requests to use CTO on multiple shifts where other circumstances delay the Department's ability to grant or deny the request immediately, the Department shall notify the officer of whether the request is granted within a reasonable amount of time.

      If within one year of employee's request, the time off has not been granted, the City shall cash-out the amount of the CTO requested.

   d. Supervisors may grant CTO requests at their discretion where granting the leave may require the Department to backfill for overtime.

   e. The Department agrees to grant CTO leave on the specific date requested even where backfilling on overtime is required, if the Department is unable to grant the employee CTO leave within fourteen (14) calendar days of the date the leave is requested. If the CTO request is for more than forty (40) hours, the number of calendar days to provide alternative leave dates shall be extended by twenty-eight (28) days for each additional block of forty (40) hours.

H. Employees assigned to shift work whose regular work schedule requires work on a holiday shall be compensated at their straight time hourly base rate of pay for performance of work on holidays. Compensation for holidays worked for such employees shall be as set forth in this Agreement.

I. Employees who are entitled to take holidays off work as holidays occur, and who are required to work on a holiday when they would otherwise observe the holiday off, shall be compensated by either of the following methods, the choice of which shall be made by the employee's supervisor in advance of such work:

1. If an employee works the holiday and does not receive any other scheduled work day off in lieu of working the holiday, the employee shall be compensated at the rate of regular pay plus time and-one half the employee's base hourly rate (for the actual number of hours worked on the holiday).

2. If an employee works the holiday and receives another scheduled work day off in lieu of working the holiday, the employee shall be compensated at the rate of time and one-half the employee's base hourly rate for the actual number of hours worked on the holiday. Under this option, the employee must be given another scheduled work day off within the period of five (5) working days after the worked holiday with corresponding notations upon appropriate payroll reports.

ARTICLE VII. STANDBY

The City agrees to the following standby provision concerning represented employees.

A. Standby assignments for all employees, except those in the classification of Crime Suppression Sergeant, will be made on a weekly basis. Police Officers and Police Sergeants assigned to a weekly standby (Saturday through Friday) will be compensated at a rate of eleven (11) hours straight time pay per week. Employees in the classification of Crime Suppression Sergeant will be on standby throughout the year and will receive 5 (five) hours of straight time pay per pay period.

B. Such payment shall be in addition to the overtime payments, which may be payable for call backs, pursuant to City Personnel Rules and Regulations. An employee on standby may be authorized to take a City vehicle home, provided the employee lives within the area bounded by heavy black lines on the attached map (Appendix "X").

C. Employees shall be provided a communication device when assigned to standby.

D. Employees are expected to respond to call backs as soon as possible but minimally within one (1) hour of notification.

E. The department shall make standby assignments voluntary whenever practical.

F. The City reserves the right to schedule standby as needed.

ARTICLE VIII. CALL BACK

Pursuant to Sections 3.12.040 of the City's Personnel Rules call back shall be governed as follows:

All regular and probationary employees are entitled to a minimum call back pay of two (2) hours at the appropriate overtime rate when said employee is required to return to work after leaving the work site at the end of their scheduled work shift or required to return to work on their scheduled day off. This provision does not apply when (i) employees are required to work beyond their normal work day/shift without having been called to return to work or (ii) when an employee is called in to work prior to the start of their work shift and the employee continues to work into their normal shift without having been released to go home.

ARTICLE IX. TAKE HOME VEHICLE

Employees who live within the boundaries of the attached map and are subject to off-duty call outs as determined by the chief of police may take home a city vehicle (Appendix “X”).

ARTICLE X. WORK OUT OF CLASS

Pursuant to Roseville Municipal Code, Section 3.07.080, no employee shall be required to perform duties which are not closely related both in kind of work and in level of responsibility to duties formerly assigned to positions in the class, except on a short-term, temporary, or emergency basis. However, if a supervisor assigns an employee to work out of class for four (4) hours or more per day, or one-half shift or more, the employee shall be paid the salary appropriate to that class for the entire day or the entire shift. If an employee is required to work out of class for a substantial period of time, request should be made by the department head either for reallocation of the existing position or for temporary appointment to a position in a more appropriate class. No request for reallocation or temporary appointment shall be considered, however, in situations where work assignment is less than one (1) calendar month's duration.

Compensation shall be five percent (5%) more than the employee's current salary rate in the lower class.

For employees assigned to management classifications, the compensation shall be ten percent (10%) more than the employee's current salary rate in the lower class. In the event that the top step in the higher range is less than ten percent (10%), the employee will be compensated at the top step of the higher class.

Temporary Acting Pay

An employee temporarily assigned in writing to an acting position in a classification with a higher salary range shall be compensated for the duration of the acting assignment by the payment of ten percent (10%) of the regular salary the employee received prior to the acting assignment, or the salary provided for in Step A of the higher classification, whichever is greater, but not to exceed top step of the higher classification for all time worked and any leave time paid. The higher classified position must be temporarily vacant due to a long-term absence of the incumbent or pending the filling of a vacant position. The temporary acting pay assignment shall be for a minimum of two full-time pay periods and limited to one year. Authorization for a temporary acting assignment must be given by the employee's supervisor and, except under emergency circumstances, requires advance approval of the department head, Human Resources Director and City Manager.

ARTICLE XI. MOTORCYCLE ASSIGNMENT

During the period in which an employee is assigned to operate a motor driven cycle as a part of the employee's regular duties, said employee shall be permitted to drive such vehicle home, provided the employee's residence is located within the boundaries as contained in Appendix "X".

ARTICLE XII. BILINGUAL PAY

Employees who are certified by the Human Resources Department as Spanish or Russian speaking will be paid $100.00 per month ($46.15 bi-weekly). At the discretion of the Department Head and upon certification by the Human Resources Department, employees may be compensated $100.00 per month for other languages used during the course of employment. However, $100 per month bilingual pay is the maximum amount an employee may receive no matter how many languages he/she is certified to speak.

ARTICLE XIII. CANINE OFFICER

A. For a City owned canine certified for duty use, the City shall provide food, special food supplements and equipment as outlined in the Canine Operations Manual.

B. The City shall obtain a health plan policy for the dog and shall be responsible for the premium. The health plan selected shall be at the sole selection of the City.

C. The canine handler will receive seven (7) hours of overtime pay per pay period for the care and training of the dog. Time in excess of seven (7) hours per pay period will not be compensated. Compensation for time worked pursuant to this care may be taken in pay or CTO.

ARTICLE XIV. PAYROLL ERRORS

A. In the event an error has been made in the payment of an employee's compensation (which may include, but is not limited to salary, overtime, payment or leave accruals), balances, or usages, City shall, for purposes of future compensation adjust such compensation to the correct amount, giving written notice to employee.

B. In the event an employee received an overpayment or underpayment of wages, the City will provide documentation to the employee on the amount of overpayment or underpayment. Upon the written mutual agreement, between the City and the employee, one of the following methods may be selected:

1. Lump sum payment by employee or employer;

2. One-time deduction from usable vacation, compensatory time off (CTO), or holiday leave balances equivalent to the overpayment at the employee's current hourly rate;

3. A repayment schedule through payroll adjustment; and/or

4. Other means, as may be mutually agreed to between the parties.

C. Action to enforce repayment of an overpayment, or to correct an underpayment, shall be limited to a period beginning on the first day of the city pay period three (3) years prior to the date that either the City or the employee gives written notice to the other that a payment error has occurred.

ARTICLE XV. RECRUITMENT INCENTIVE

Regular employees are eligible to receive a recruitment incentive in the event that the Human Resources Director determines that a new lateral Police Officer or Police Academy Graduate was successfully recruited into City employment by a current eligible employee. To be eligible for the incentive, a current employee must be designated by the new employee as the person who recruited him/her to City service. This designation shall be completed in writing via a form prescribed by the Human Resources Director on or about the date the employee is processed into City employment by the Human Resources Department. One incentive is available per new employee and may not be divided among multiple current employees.

The City shall provide a one-time lump sum payment or allocation of vacation leave hours to the eligible employee upon successful completion of each phase of the new employee's hire, training and probationary period, as follows:

Phase 1: Upon hire of the new lateral Police Officer or Police Academy Graduate, the eligible employee can elect to receive an incentive of either a lump sum payment of $250 or 6.25 hours of vacation leave (the selected incentive shall also apply to Phase 2 and Phase 3);

Phase 2: Upon successful completion of the FTO Program by the new lateral Police Officer or Police Academy Graduate, the eligible employee will receive the selected incentive a second time; and

Phase 3: Upon successful completion of the new lateral Police Officer's or Police Academy Graduate's probation period, the eligible employee will receive the selected incentive a third time.

The Recruitment Incentive Program is a pilot program and shall be reviewed annually for its effectiveness in recruiting quality police officers to the City of Roseville Police Department. This program may be discontinued at the discretion of the City Manager upon thirty days' notice to employees, without any requirement to meet and confer.

Any disputes regarding the eligibility of an employee for the recruitment incentive shall be resolved by Chief of Police. This Article shall not be grievable.

ARTICLE XVI. GRAVEYARD SHIFT DIFFERENTIAL

a. Employees regularly assigned to work graveyard shift (i.e. 5 or more contiguous hours) ~~90% or more of their hours between the hours of 8 p.m. and 8 a.m. on one or more shifts~~ shall receive a shift differential of ~~2.~~5% of base pay for all hours worked.

~~b.~~ Employees ~~regularly~~ assigned to work swing shift shall receive a shift differential of 2.5% of base pay for all hours worked, and this excludes employees on the relief shift. ~~90% or more of their hours between the hours of 8 p.m. and 8 a.m. shall continue to receive the 2.5% shift differential even when they work shifts that would otherwise not qualify for shift differential payments.~~

~~b. Employees whose normal work shift does not qualify for graveyard shift differential shall receive graveyard shift differential when working a qualifying shift (90% or more of the hours are between the hours of 8 p.m. and 8 a.m.~~

c. Any employee assigned to work the full graveyard or swing shift shall be eligible to receive the appropriate shift differential.

d. This is not intended to be paid to employees who work partial hours in these shifts, however, leave time does not preclude shift pay.

ARTICLE XVII. MERIT STEP INCREASE WHEN HIRED AT SALARY STEP A

This section supersedes Personnel Rule 3.11.030 C (1) only where salary Step A is paid upon initial employment, the employee shall become eligible for advancement to Step B upon their anniversary date, based on demonstrated satisfactory job progress and normal increased productivity. No salary step advancement shall be granted unless recommended by the department head and approved by the City Manager.

CHAPTER 3. LEAVES

ARTICLE I. HOLIDAYS

A. Non-shift employees who are allowed to take holidays off shall receive holidays as provided below:

1. The following holidays shall be observed by the City with respect to all employees, except shift employees. For purposes of this section, shift employees (otherwise known as "shift workers") are those employees who are not allowed to take holidays off as they fall.

a) January 1st (New Year's Day)
b) The third Monday in January (Martin Luther King's Birthday)
c) The third Monday in February (Washington's Birthday)
d) The last Monday in May (Memorial Day)
e) July 4th (Independence Day)
f) The first Monday in September (Labor Day)
h) November 11th (Veteran's Day)
i) The day in November appointed by the President of the United States as Thanksgiving Day
j) The day immediately following Thanksgiving Day
k) December 25th (Christmas)
l) Sixteen (16) hours floating holiday to be taken any time during the fiscal year by employees who have completed at least six (6) months probationary service (pro-rated for part-time regular employees). The number of floating holiday hours to be credited to a new employee hired after July 1st shall be pro-rated based on the number of full months employed during that year. Employees unable to complete six (6) months of probationary service prior to June 30th shall not accrue or be eligible for any floating holidays that year. The employees and the employees' supervisors shall jointly determine a convenient date.

~~2. The following non-recurring holidays shall be observed in any year in which they occur: Every day appointed by the President of the United States or the Governor of the State of California for a public fast, thanksgiving, or holiday (except Admission Day).~~

2~~3~~. If January 1st, July 4th, November 11th, or December 25th falls on a Saturday, the preceding Friday shall be a holiday; if any such day falls on a Sunday, then the following Monday shall be a holiday. If a holiday occurs on the employee's first normal day off, the employee shall take the preceding day as the holiday; however, if the holiday occurs on the employee's second consecutive normal day off, the employee shall take the following day as the holiday. This policy shall be adhered to where practical and may be modified only by written consent to other conditions by the department head.

B. Shift employees who are not allowed to take holidays off as they fall (including detectives) shall receive one hundred and ten (110) holiday hours to be credited in advance on January 1st of each year. Employees may submit a request at any time after January 1st for a one-time lump sum of up to fifty five ~~forty~~ (55~~40~~) hours' holiday pay prior to taking time off at straight salary. At any time after July 1, employees may submit a request for a one-time lump sum of up to fifty five (55) hours holiday pay prior to taking time off at straight salary. All accrued and unused holiday hours will be paid off at the end of the calendar year (December 31st). ~~The balance of holiday hours must be requested by the employee. Payoff for unused holiday hours at the end of the calendar year will be granted only to employees who have previously submitted and been denied remaining holiday time off (excluding denials requested on holidays) otherwise employees shall lose the balance of holiday hours remaining at the end of the calendar year (December 31st).~~

1. All holiday time off is subject to advance approval of the first level management supervisor and department head. Employees must request holiday time off at least seven (7) workdays prior to the requested holiday.

2. Upon separation from service, if an employee has taken more holidays in advance than have been earned during the fiscal year, the City shall deduct an equivalent amount of pay for the holidays taken or paid in advance from the employee's final paycheck, or such amount shall otherwise be owed to the City by the employee.

Upon separation from service, if an employee has an accrued holiday leave balance, said employee shall be paid for all earned hours at their final rate of pay.

For purposes of holiday accrual under Section B.1 and B.2, holiday hours will be calculated based on the number of calendar days the employee worked in a calendar year.

C. The determination of whether an employee is categorized as able to take holidays (non-shift employees) or scheduled to work holidays (shift employees) for the purpose of holidays shall be based upon the employee's assignment as of January 1st of each year.

ARTICLE II. MILITARY

A. Employees obligated to serve involuntary periods of active military duty shall be compensated for normal work hours and days or shifts during such absence from work, up to a maximum of thirty (30) calendar days in any calendar year.

B. Employees exercising this provision of military leave will be required to submit properly documented evidence of their call to active duty within ten (10) calendar days prior to such military duty. Such documentation must be submitted through the department head to the Human Resources Director.

ARTICLE III. JURY DUTY

A. Employees who have been summoned or subsequently selected to serve on a jury shall receive their regular rate of compensation by the City for normal work hours and days or shifts during such absence from work, provided the employee endorses to the City that compensation received by the employee for jury duty service. No compensation will be made for jury duty served on days off. Jury duty is not considered time worked for overtime purposes.

B. An employee who is empaneled on jury duty and normally works a night shift will be changed to the day shift for those days required to be on jury duty. If the jury is empaneled for less than eight (8) hours, the employee must report to work for the balance of the shift.

C. Employees will be allowed to retain any mileage compensation granted to them by the respective court jurisdiction to which they were summoned or selected for jury duty.

D. Employees summoned to jury duty must provide evidence of such summons and subsequent jury duty days away from work through their respective department heads to the Human Resources Director.

E. Employees compensated by the summoning court jurisdiction for jury duty shall endorse such payments to the City in the same pay period the payment is received by the employee, in order to receive full City compensation as prescribed in Subsection "A". This payment endorsement is to be forwarded directly to the Finance Director by the employee.

ARTICLE IV. VACATION

This change shall be effective the first full pay period after the City Council approves the Personnel Rules.

3.12.060 Vacation leave.

The purpose of vacation leave is to provide eligible employees the opportunity to take paid time off from their job responsibilities in order to maintain a high standard of mental, emotional and physical conditioning.

A. Eligibility. All full-time and part-time employees in the classified service and unclassified service as defined in Section 3.01.050(B)(1) shall be entitled to annual vacation leave with pay. Each employee will earn and accrue vacation hours pursuant to the accrual schedule as noted in Section B. Exceptions to this provision shall only be granted in unusual circumstances substantiated by the department head in a recommendation to the City Manager, who may approve or disapprove such variances.

B. Accrual. Unless specified in applicable labor agreements, each full-time eligible employee identified in subsection A shall earn and accrue vacation leave, subject to the conditions stated in this section, with pay as follows:

Service Category	Biweekly Accrual	Days/Year Equivalent	Max. Hours Accrual
New employee to completion/4th year	3.693/hr	12 days (96 hours)	192
Start of 5th year to completion/9th year	4.307/hr	14 days (112 hours)	240
Start of 10th year to completion/14th year	4.923/hr	16 days (128 hours)	272
Start of 15th year to completion/19th year	5.538/hr	18 days (144 hours)	304
Start of 20th year and succeeding years	6.153/hr	20 days (160 hours)	336

1. Employees working a part-time schedule will accrue vacation hours on a prorated basis, in proportion to the full-time equivalent (FTE).

2. As noted in Section A of this section, new employees shall earn vacation at the biweekly rate shown above, commencing on the date of hire., Eligible employees shall advance to the next higher rate of accrual upon completion of the maximum number of years at the lower accrual rate, and shall begin to accrue at the higher rate at the start of their qualifying year.

3. Except as provided in Section B, an employee's maximum accrual of vacation hours may not exceed the employee's annual accrual rate as specified above and an employee will stop earning and accruing vacation hours while the employee's accrual remains at the maximum

allowed under this Section B.. This maximum level is monitored at the employee's hire anniversary date. If accrued hours exceed such amount as of the hire anniversary date, vacation accrual will be suspended until the balance is brought below the maximum accrual amount.

4. If the accrued amount exceeds specified limits, the employee shall take leave for the excess number of vacation hours or, if the department head determines that operational necessity will not permit taking such leave, the employee may be paid the straight time hourly equivalent for not more than twenty (20) hours. Additionally, the maximum vacation hours an employee may accrue will be extended when an employee is on disability leave, jury duty, or military leave as provided in these rules. The employee shall be allowed to liquidate such excess accrual within thirty (30) calendar days following return to duty, by means of taking such leave time or receiving straight time hourly equivalent compensation for not more than twenty (20) hours of vacation.

C. Use. An employee may elect to take all or part of earned vacation, or may carry over to the next service year all or part of earned vacation as approved by the department head and consistent with the provisions of Section B of this section. However, the dates and amount of vacation selected by the employee shall be subject to approval of the employee's supervisor. Vacation leave shall generally be taken in minimum increments of one full workday/work shift, except that unusual, emergency, necessary and infrequent use of vacation leave may be granted in one hour increments. Employees must request vacation leave at least seven (7) workdays prior to the desired start of vacation leave. Under unusual or personal emergency circumstances, employees may request and supervisors may consider the approval of vacation leave with fewer than seven (7) working days' notice. In the event it becomes necessary to call an employee back to work from a scheduled vacation, the employee shall be credited with the unused vacation hours and shall have the opportunity to take such remaining vacation leave at a time of the employee's choosing and the supervisor's approval.

D. Holidays Within Vacation Leave. Except for shift personnel in police, fire and the water/wastewater and power plants, holidays which occur during a scheduled vacation period shall be counted as a holiday. Employees may request in advance that they extend their vacation leave by the number of holidays occurring within their scheduled leave, or they may request fewer vacation hours which, together with the holiday(s), will comprise the total time period of their scheduled leave.

ARTICLE V. MODIFIED DUTY

Pursuant to Administrative Regulation 2.17, employees are expected to comply with the referenced policy. During the term of the MOU, the City will not change the terms of AR 2.17 as they relate to RPOA without agreement on all changes from the RPOA.

ARTICLE VI. SICK LEAVE

Sick leave provisions shall be governed pursuant to Roseville Municipal Code Section 3.12.070. It is understood that this section may not be amended without first meeting and conferring in accordance with Government Code 3500 et seq.

A. General.

The objective of this section is to provide methods of furthering the health and general welfare of City employees, as well as ensuring maximum and reasonable job attendance. Sick leave should not be viewed as a right to be used at the employee's discretion, rather it is a privilege of paid time away from work duties in the event of one of the following circumstances:

1. Actual illness or injury of the employee that occurred away from the job setting, except where such injury/illness occurred in connection with off-duty(outside) employment;

2. The employee's exposure to a contagious disease;

3. Medical or dental appointments of employee, or employee's immediate family members, when such appointments cannot be arranged during off-duty hours, and when the employee's immediate family member is incapable of independently attending such appointments;

4. Where the employee's medical attention to an immediate family member is required. Immediate family member is defined as the employee's mother, father, husband, wife, son, daughter, or any person living in the employee's immediate household;

5. Emergency leave due to the death or imminent death of family members.

B. Accrual/Use.

Sick leave is accrued by all regular employees on the basis of bi-weekly payrolls. On each day following completion of one (1) month of continuous service, eligible full-time employees shall receive credit for eight (8) hours or one-half of a twenty-four (24) hour shift leave with pay, the total of which shall not exceed twelve (12) days or six (6) shifts in any twelve (12) month period. Sick leave may be used for those purposes listed above. Employees on a modified schedule work assignment shall accrue sick leave on a pro rata basis of hours worked. Maximum accumulation of sick leave shall be unlimited. Employees may be granted sick leave in minimum units of one-half (1/2) hour for those reasons specified in Subsection "A" of this section, provided that such time has been earned. Department heads may require probationary employees to support each incident of sick leave use by verification of an attending physician's statement of bona fide injury/illness. Employees shall not use sick leave for disabilities determined to be job-related, except as provided for in Roseville Municipal Code Section 3.12.100, nor shall employees be allowed to use sick leave for the sole purpose of utilizing such accrued time prior to separation from service.

C. Illness/Injury During Vacation.

An employee who becomes ill or injured while on vacation may have such period of illness/injury charged to the employee's accumulated sick leave rather than vacation, provided that: immediately upon return to duty, the employee submits to the department head a written request for sick leave, accompanied by a signed statement from the employee's attending physician describing the disabling nature and dates of such illness/injury.

D. Holidays During Sick Leave or Disability.

Observed holiday occurring during sick leave shall not be counted as a day of sick leave or disability, but shall be regarded as the taking of a holiday.

E. Funeral and Bereavement Leave.

All regular employees may be granted a maximum of sixty-four (64) hours of sick leave for each such instance to:

1. Attend the funeral of an immediate family member, grandparents, grandchildren, or in-laws.

2. Deal with matters related to the death, or critical illness where death appears imminent of any member of the employee's immediate family.

Requests for funeral and bereavement leave shall be evaluated by the employee's department head to determine the appropriate amount of leave to be granted in each instance.

F. Payment for Unused Sick Leave Upon Retirement

Payment for unused sick leave is authorized by the City as a means of rewarding employees who have made conscientious efforts to maximize their attendance on the job.

1. Non-probationary employees in the classified service, shall be entitledpayment for sick leave accrued (not pro rata) up to their retirement. However, employees whose separation is caused by dismissal shall not be entitled to payment for unused sick leave.

2. No more than the maximum sick leave amount listed in the tables below may be used in ascertaining the amount of time for which the employee will be compensated at time of retirement.

Employees will receive payment for unused sick leave as follows:

Leave Hours Accumulated	Percent of Compensation Given
1200 to 1600	70%
956 to 1199.99	60%
764 to 955.99	50%
572 to 763.99	40%
380 to 571.99	30%
188 to 379.99	20%
0 to 187.99	0%

3. In the event of a job-related death, the beneficiary of the employee, as shown on the records of the Public Employees' Retirement System, shall be paid one hundred percent (100%) of the employee's unused sick leave balance at the time of his/her death.

4. In the event of a non-job-related death, the beneficiary of the employee as described above shall be paid for one hundred percent (100%) of the employee's unused sick leave at the time of his or her death up to a maximum of 1200 hours of accumulated sick leave.

5. Sick Leave Pay Out Upon Retirement. Any sick leave balances remaining after payment pursuant to subsection N shall be converted to PERS service credit.

ARTICLE VII. CATASTROPHIC LEAVE

Pursuant to City Personnel Rules Section 3.12.065, pertaining to Catastrophic Leave.

The City has an interest in making revisions to the catastrophic leave program/policy and will meet and confer over forthcoming City proposed revisions.

ARTICLE VIII. DISABILITY LEAVE

Employees may be granted paid disability leave, based on the following circumstances, terms and conditions. The purpose of providing these programs of paid disability leave is to ensure that employees have reasonable and equitable provisions concerning their job and economic security.

A. Work related temporary disability. If a regular employee, other than those entitled to benefits under Section 4850 et seq. of the California Labor Code, is temporarily disabled by injury or illness arising out of and in the course of performing assigned job duties, the employee shall become entitled to a leave of absence while so disabled without loss of salary, less workers' compensation disability payments, for up to seventy-five (75) calendar days, commencing upon the first calendar day after the injured employee leaves work as a result of the injury.

B. Following the initial seventy-five (75) days of temporary disability, an eligible employee may supplement their temporary disability payments with available leave balances (i.e., vacation, sick leave), until such balances are exhausted (up to twelve (12) months).

C. During the time of work related disability, an eligible employee will continue to accrue the normal leave, i.e., vacation, sick leave, until such time as their leave balances have been exhausted (up to twelve (12) months).

D. During the period of time of work related disability, the City will continue to contribute its share to the employee's health and dental plan until such time as all leave balances are exhausted (up to twelve (12) months).

E. Employees who are found to abuse or fraudulently use the privilege and benefits of the temporary disability program as prescribed above shall be subject to disciplinary action, including termination from City service. The employee exercising these temporary disability provisions shall be required to provide the department head and Human Resources Director with a copy of the attending physician's report, which shall contain a description of the nature and anticipate duration of the disability, and the employee shall keep the department head and Human Resources Director apprised of the medical condition at intervals prescribed by the Human Resources Director.

F. Employees subject to the provisions of Section 4850 et seq. of the California Labor Code shall not have any portion of their work related disability leave charged against accrued sick leave.

ARTICLE IX. PERSONAL LEAVE TIME

Each full-time employee in the RPOA unit who has completed his/her initial probationary period with the City shall be provided a bank of forty-five (45) hours of Personal Leave Time (PLT). Thereafter, employees shall be provided a bank of 45 hours of PLT on the first pay period of each calendar year. Part-time employees shall receive a pro-rated bank.

Use of PLT time shall be subject to the following:

A. PLT may be used by employees for time off on an hour for hour basis until the employee has exhausted the bank.

Use of PLT shall be subject to the operating needs of the City. The City may deny an employee time off on PLT if such release time will adversely impact the operating or staffing needs of a City department. Employees must request PLT time off at least seven (7) workdays prior to the start of the requested time off.

B. PLT shall have cash value and may be cashed out by the employee on an hour-for-hour basis at the employee's regular straight-time hourly rate of pay. Employees may cash out unused PLT in

any regular pay period pursuant to procedures established by the City Human Resources Department.

C. Any PLT time remaining in an employee's PLT bank on the last pay period of the calendar year shall not roll over into the next calendar year. Such PLT time shall be cashed out by the City on an hour-for-hour basis at the employee's regular straight-time hourly rate of pay.

D. Employees who terminate employment with the City or leave the bargaining unit shall be cashed out at the rate of .86538 hours per week up to the balance of the employees PLT bank. If an employee terminates and has taken more PLT in advance than .86538 hours per week, the City shall deduct an equivalent amount of pay for the PLT. Any time cashed out will be paid on an hour-for hour basis at the employee's regular straight-time hourly rate of pay. Part-time employees will receive a pro-rated cash out of their bank.

E. Any employee hired after the 1st of the year shall be granted a prorated amount at .86538 hours per week for the remainder of the calendar year after completion of their probation. For example, if an employee is hired on July 1, the employee shall be granted 22.5 hours of PLT upon completion of probation.

ARTICLE X. LEAVE OF ABSENCE

Pursuant to City Personnel Rules Section 3.12.130, employees are entitled to unpaid leaves of absence. Examples of unpaid leaves of absence are: adoption of a child, pregnancy, childbirth and recovery therefrom, care for a newborn child, education, and as needed for other personal matters. The City shall make every effort to accommodate requested leaves of absence.

CHAPTER 4. RETIREMENT/INSURANCE

ARTICLE I. RETIREMENT

A. The City shall provide and maintain membership in the California Public Employees' Retirement System (CalPERS) for the benefit of eligible employees based on the following CalPERS definitions and contract provisions:

1. New Member means:
   i. A unit member who becomes a member of a public retirement system for the first time on or after January 1, 2013 and who was not a member of any other public retirement system prior to that date;

   ii. A unit member who becomes a member of a public retirement system for the first time on or after January 1, 2013 and who was a member of another public retirement system prior to that date, but who was not subject to reciprocity under Gov. Code §7522.02(c) and related CalPERS reciprocity requirements; or

   iii. A unit member who was an active member in a public retirement system with another employer and who, after a break in service of more than six (6) months, returns to active membership in CalPERS with the City.

2. Classic Member means: a unit member who entered into membership with a qualifying public retirement system on or before December 31, 2012 who does not meet the definition of "New Member" under Government Code §7522.04(f) and related CalPERS membership requirements. Status as a classic member shall be determined by CalPERS.

B. Retirement Benefits:

1. Retirement Plan for Employees Hired On or Before December 31, 2012, and Classic Members as Defined by CalPERS:

   Employees hired on or before December 31, 2012 shall receive the 3% at 50 retirement benefit. For purposes of determining a retirement benefit, final compensation for employees covered by Section B.1. shall mean the single highest year of compensation earnable.

   ~~.~~Each employee covered by Section B.1. shall pay through payroll deduction, 100% of the required bargaining unit member contribution, which is nine percent (9%).

2. Retirement Plan for Employees Hired On or After January 1, 2013, Who Are Not Classic Members:

   Employees hired on or after January 1, 2013 who are new members, as defined by CalPERS, shall receive the 2.7% at 57 benefit.

   For purposes of determining a retirement benefit, final compensation for unit members covered by Section B.2. shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service.

   As required by Government Code §7522.30, unit members covered by Section B.2. shall pay, through payroll deduction, fifty percent (50%) of the total normal cost of their retirement plan as determined annually by CalPERS.

3. In addition to the benefits listed above, the City contracts for the following optional benefits:*

    - Post Retirement Survivor Allowance
    - Optional Settlement 2W
    - 1959 Survivor Benefit Level 4
    - Special Death Benefit
    - Credit for Unused Sickleave
    - Two-percent (2%) Retirement COLA

4. Employee contributions shall be made in accordance with Section 414(h)(2) of the Internal Revenue Code wherein payment to CalPERS is made pretax, to the extent permitted by Internal Revenue Code, 26 USC Section 414(h)(2).

5. The costs of this benefit will be included when calculating total compensation and the survey agencies used for the salary comparisons shall remain the same as listed in Appendix "Z".

ARTICLE II. HEALTH AND WELFARE

A. Eligibility

Any regular employee working fifty percent (50%) or more of a full-time schedule shall be eligible to enroll in any health and welfare benefit provided by this Article and currently authorized by the RPOA bargaining unit. Regular part-time employees who are hired into a position funded as regular part-time after January 1, 2005, or current employees who laterally transfer or promote into a regular part-time allocated position, will receive a pro-rated amount toward their health and welfare contribution based on actual hours worked. The contribution amount will be based on the percentage of full-time the employee works. For example, employees working twenty (20) hours per week will receive fifty percent (50%) of the full-time contribution; employees working thirty (30) hours per week will receive seventy-five (75%) of the full-time contribution, etc.

B. Medical Insurance Benefits

The City contracts with the California Public Employees' Retirement System (CalPERS) for the purpose of providing employees and their eligible dependents with medical insurance benefits. The City's maximum monthly contribution for each eligible active employee shall be equal to the minimum employer contribution required under the Public Employees Medical and Hospital Care Act (PEMHCA).

C. Cafeteria Plan

1. The City shall provide a Cafeteria Plan, pursuant to Section 125 of the Internal Revenue Code or any related regulations, for the purpose of providing employees with access to various health and welfare benefits. Benefits available through the Cafeteria Plan include medical insurance, dental insurance, vision insurance and Long Term Disability (LTD) insurance.

2. Effective December 1, 2018, the City provides a Cafeteria Plan Allowance to all employees eligible to participate in City sponsored health and welfare benefits under Section A of this Article of up to $1,347 monthly (less the direct PEMHCA payment provided in paragraph B) for the term of the Agreement to offset medical, dental, vision and LTD premiums for represented employees.

3. Effective January 1, 2022 or ~~upon Council approval~~the first of the full month following Council approval, whichever is later, t~~T~~he City provides a flex plan credit based on medical plan tier election (EE only, EE+1, Family) ~~of $168 per month~~ to be used by active employees for any benefit covered under the Cafeteria Plan, as follows:

Active Employee Medical Election Tier	Employee Only (EE Only)	Employee Plus One Dependent (EE+1)	Employee Plus Family (Family)
Flex Plan Credit	$200/month	$273/month	$598/month

4. Effective January 1, 2023, the City agrees to provide a flex plan credit based on medical plan tier election (EE only, EE+1 or Family) to be used by active employees for any benefit covered under the Cafeteria Plan, as follows:

Active Employee Medical Election Tier	Employee Only (EE Only)	Employee Plus One Dependent (EE+1)	Employee Plus Family (Family)
Flex Plan Credit	$200/month	$318/month	$673/month

5. Effective January 1, 2024, the City agrees to provide a flex plan credit based on medical plan tier election (EE only, EE+1 or Family) to be used by active employees for any benefit covered under the Cafeteria Plan, as follows:

Active Employee Medical Election Tier	Employee Only (EE Only)	Employee Plus One Dependent (EE+1)	Employee Plus Family (Family)
Flex Plan Credit	$200/month	$363/month	$748/month

6. Effective January 1, 2025, the City agrees to provide a flex plan credit based on medical plan tier election (EE only, EE+1 or Family) to be used by active employees for any benefit covered under the Cafeteria Plan, as follows:

Active Employee Medical Election Tier	Employee Only (EE Only)	Employee Plus One Dependent (EE+1)	Employee Plus Family (Family)
Flex Plan Credit	$200/month	$408/month	$823/month

~~3. Effective December 1, 2019, the City will increase the flex plan credit to $198. Effective December 1, 2020, the City will increase the flex plan credit to $228. Effective December 1, 2021, the City will increase the flex plan credit to $258.~~

7. Employees who elect not to participate in any of the medical, dental, vision or LTD insurance benefits sponsored by the City and who provide proof of other medical coverage will not receive any Cafeteria Plan Allowance under Section C(2) of this Article. Instead, employees who opt out of these City-sponsored benefits shall receive $150 per month reported as taxable income.

8. For employees whose current spouse or domestic partner was hired prior to January 1, 2019, ~~Effective January 1, 2019, employees whose spouse or domestic partner is also employed by the City~~ they will have the following benefit, provided they are eligible pursuant to personnel rule or memorandum of understanding. Employee one may choose medical coverage. Employee two may apply the difference under this provision for out-of-pocket expenses from Employee one toward the cost of the medical coverage and shall not be eligible for the opt out provision in Section 4, above. The example below provides the model for the calculation of this provision on January 1, 2014:

Kaiser Plan (Family) Example: $1,772

City Contribution - $1,368

Out-of-pocket Cost to Employee $ 404

In this example, the spouse or domestic partner opting out of the cafeteria plan would receive $404 per month. The amount of the out-of-pocket cost to employees may fluctuate due to medical premium and City contribution increases.

96. Any Cafeteria Plan Allowance provided for under Section C(2) of this Article can only be used by an employee to offset the cost of participation in City sponsored medical, dental, vision, and LTD insurance benefits for the employee and any eligible dependents.

D. The City shall continue its existing Section 125 plan. The City reserves the right to select the provider or self-administer this program and to set limits for medical reimbursement accounts.

E. The City shall provide a dental benefit to include two (2) preventative cleanings per year. Other details of the City's dental benefit are described in the evidence of coverage document. The City reserves the right to select any dental carrier.

F. The City shall provide a vision benefit. Details of the City's vision benefit are described in the evidence of coverage document. The City reserves the right to select any vision carrier. Open enrollment will be as described in the evidence of coverage document.

G. From time to time, the City will change benefit providers due to administrative, service, economic, or other reasons. Due to carrier policies and procedures and Department of Insurance requirements, there can be no guarantee that one policy will exactly mirror the preceding one. The City desires to provide a consistent benefit, and insofar as is possible benefits and language will be matched.

ARTICLE III. DEFERRED COMPENSATION

The City shall maintain a program of deferred compensation for employees listed in Appendix "E" . It is understood that the City is solely responsible for selection of the Deferred Compensation plan and plan administrator(s).

Effective the first full pay period in January of 2016, or upon approval by the City Council, whichever is latest, the City agrees to contribute one (1) percent of the base wages into the city sponsored deferred compensation plan for employees who have completed five (5) continuous years of regular employment with the City of Roseville.

Effective the first full pay period in January of 2017, the City agrees to contribute an additional one (1) percent for a total of 2% of the base wages into the city sponsored deferred compensation plan for employees who have completed five (5) continuous years of regular employment with the City of Roseville.

Effective the first full pay period in January 2018, the City agrees to contribute an additional one (1) percent for a total of 3% of the base wages into the city sponsored deferred compensation plan for employees who have completed five (5) continuous years of regular employment with the City of Roseville.

ARTICLE IV. EMPLOYEE ASSISTANCE PROGRAM

A. The City shall provide an Employee Assistance Program (EAP) for employees that includes up to six (6) visits a calendar year for each employee and each dependent family member and spouse.

B. From time to time, the City will change benefit providers due to administrative, service, economic or other reasons. Due to carrier policies and procedures and Department of Insurance requirements, there can be no guarantee that one policy will exactly mirror the preceding one. The City desires to provide a consistent benefit, and insofar as is possible, benefits and language will be matched.

ARTICLE V. LIFE INSURANCE

A. The City shall provide eligible employees with a fully paid life insurance program in the amount of twice the employee's annual salary in effect as of July 1 of each year. The City reserves the right to select the insurance provider.

B. From time to time, the City will change benefit providers due to administrative, service, economic or other reasons. Due to carrier policies and procedures and Department of Insurance requirements, there can be no guarantee that one policy will exactly mirror the preceding one. The City desires to provide a consistent benefit, and insofar as is possible, benefits and language will be matched.

ARTICLE VI. LONG TERM DISABILITY (LTD) INSURANCE

A. The City shall provide a Long Term Disability Program with a waiting period of sixty (60) calendar days; whereupon an eligible employee shall be entitled to receive sixty percent (60%) of their gross monthly salary until age sixty-seven (67) in accordance with the LTD Plan.

B. After disability benefits have been payble for twenty-four (24) months, an employee is deemed disabled if the injury or sickness makes him/her unable to perform all the material duties of any occupation for which he/she may reasonably become qualified based on education, training or experience.

C. Other details of the City's LTD plan are described in the plan booklet. The City reserves the right to select any LTD carrier.

D. From time to time, the City will change benefit providers due to administrative, service, economic or other reasons. Due to carrier policies and procedures and Department of Insurance requirements, there can be no guarantee that one policy will exactly mirror the preceding one. The City desires to provide a consistent benefit, and insofar as is possible, benefits and language will be matched.

ARTICLE VII. RETIREE HEALTH BENEFITS

A. Medical Insurance Benefits
The City shall contract with the California Public Employees' Retirement System (CalPERS) for the purpose of providing retirees and their eligible dependents with medical insurance benefits. The City's maximum monthly medical contribution for each eligible retiree shall be equal to the minimum employer contribution required for active employees under the Public Employees Medical and Hospital Care Act (PEMHCA).

1. The parties agreement to move from the CalPERS equal contribution method to the PEMHCA minimum employer contribution method does not modify retiree health benefits for employees in Tiers I and II pursuant to Article VII B and C below.

B. For Employees Hired Prior to January 1, 2005 (Tier 1):
Employees hired prior to January 1, 2005 that qualify for post-retirement health benefits shall qualify for such benefits based on rules in effect prior to January 1, 2005, i.e. an employee that retires from the City of Roseville and is eligible for CalPERS service retirement shall receive a City contribution towards their post-retirement medical insurance benefit at the same level as full-time regular employees covered by this Agreement.

C. For Employees Hired on or after January 1, 2005 and prior to March 1, 2014 (Tier 2):
Employees hired on or after January 1, 2005 and prior to March 1, 2014, to be eligible to receive post-retirement health benefits, an employee must complete at least five (5) years of CalPERS-credited service with the City of Roseville. Employees who retire from the City of Roseville after meeting the service requirement stated above and who have at least ten (10) years of CalPERS-credited service shall receive a City contribution towards their post-retirement health benefits as follows:

Total Credited Years of Service	% of City Contribution
10	50 %
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20 +	100

Employees who have CalPERS-credited service through other public agencies must complete at least five (5) years of service with the City of Roseville and retire from the City of Roseville to be eligible for post-retirement health benefits. However, once an employee has completed five (5) years of service with the City of Roseville, their eligibility for post-retirement health benefits will include all years of CalPERS-credited service.

The vesting requirements for post-retirement health benefits will become effective January 1, 2005. Employees hired on or after January 1, 2005 shall be subject to the above post-retirement vesting schedule for health benefits. Employes hired prior to January 1, 2005 that qualify for post-retirement health benefits shall qualify for such benefits based on rules in effect prior to Janaury 1, 2005. i.e. an employee that retires from the City of Roseville and is eligible for CalPERS service retirement shall receive a City contribution toward their post-retirement health benefits at the same level as full-time regular employees.

Employees hired prior to January 1, 2005 that qualify for post-retirement health benefits shall qualify for such benefits provided for in the City of Roseville/CalPERS Resolution.

D. For employees hired on or after March 1, 2014 (Tier 3):

1. Employees hired on or after March 1, 2014 shall have no vested right in any post-employment medical benefits provided by the City of Roseville. Instead, upon hire, those employees shall contribute one percent (1%) of their base salary each pay period to a City sponsored Retirement Health Savings (RHS) account and shall contribute an additional one percent (1%) per pay period per year annually, up to a maximum of five percent (5%) per pay period annually thereafter, to be used to fund the employee's medical costs upon retirement from the City.

2. After five (5) years of continuous service with the City of Roseville, and beginning on the first pay period of the sixth year of service, the City shall contribute a flat dollar amount of $100 per month to be deposited to the employee's RHS account up until the employee's retirement date or separation from the City. After accruing ten (10) cumulative years of service with the City and pursuant to the vesting schedule in Section C of this Article, employees may draw from the City contribution in this account upon retirement.

3. Employees who terminate City service for reasons other than retirement prior to twenty (20) years of cumulative service with the City will forfeit any City contributions.

4. Employees must retire from the City of Roseville and be enrolled in the City of Roseville's health plan in order to utilize City contributions to the employee's RHS accounts. After ten (10) years of cumulative service with the City of Roseville, City contributions to the employee's RHS account may be used for all covered medical expenses pursuant to Section 213 of the IRS Code including participation in non-City sponsored plans.

CHAPTER 5. SAFETY

ARTICLE I. SAFETY

The City of Roseville agrees that the safety of its employees is of utmost concern and accordingly agrees to make every effort to provide to the extent possible, a safe and hazard free work environment.

ARTICLE II. SAFETY EQUIPMENT

A. All employees shall, as soon as possible after the initial date of employment, receive City furnished safety equipment if desired as follows:

Quantity	Item
1	Service weapon and ammunition
2 sets	Handcuffs
1	Flashlight (rechargable law enforcement type)
1	Pepper spray (OC) and holster
1	Gun belt
1	Inner belt
1	Holster
1	Handcuff case (single or double issue)
1	Baton and ring
1	Magazine holder
3	Keepers
1	Soft body armor
1	Rain jacket
1	Rain pants
1*	Protective case for gloves
1*	Motorcycle helmet
1*	Set of summer/winter gloves

* Provided to all employees assigned to motorcycle patrol

B. The City agrees to provide newly assigned investigators with the following concealment safety equipment:

Quantity	Item
1 each	Holster
1 each	Magazine holder
1 each	Handcuff case
1 each	Pepper spray (OC) holder as needed
1 each	Radio holder as needed
1 each	Badge holder
1 each	Reinforced belt

C. All safety equipment described above shall be replaced on an as needed basis as approved by the department head or designated authority.

D. All safety equipment described above shall remain the property of the City and shall be returned to the Police Chief upon request or upon the employee's termination of employment.

E. Employees shall continue to be required to adhere to safety equipment specifications, appearance, and maintenance standards established by the Police Department.

F. Personnel on patrol who are issued soft body armor shall be required to wear such when on duty except as otherwise authorized by the supervisor.

CHAPTER 6. WORK HOURS

ARTICLE I. GENERAL WORK HOURS

Except as noted below hours of work provisions shall be governed pursuant to Roseville Municipal Code Section 3.12.010.

A. Employees in the classifications of Police Officer, and Police Sergeant shall be allowed to work a four (4) day work week of ten (10) hours per day when assigned to the following units:

1. Investigations Unit
2. Patrol and Traffic Unit

Youth Services Officers (YSO) are eligible for a flex schedule (ie 9/80) if approved by the Police Chief.

Employees assigned to special duty shall be assigned their normal schedule (i.e. 4/10). However, assignment of days off and/or shifts shall be at the discretion of the department.

B. Rest Period. Except as noted below, probationary and regular employees when required to actually work (does not include standby time, etc.) more than fourteen (14) hours in a twenty-four (24) hour period shall not be required to return to work without at least an eight (8) hour rest period starting from the time released from work. Rest periods as defined are not compensable.

1. Shift Change.
   a. Back to Back Shifts: When an employee is required to work two (2) consecutive shifts as a result of a shift change, the employee shall be given at least eight (8) hours as a rest period to be taken at the midway point of the second shift.

   b. Return Shifts: No employee shall be required to work two (2) shifts during a shift change without being given at least eight (8) hours as a rest period to be taken between shifts.

   c. Change of Shift Hours: Any employee involved in a mandatory change of shift which involves a change in shift starting time of ten (10) or more hours will be given a minimum of at least four (4) calendar days' notice.

   These provisions may be waived in emergency situations as determined by the Police Chief or his/her designated authority.

2. Days Off Changes. Except in uncommon situations where it is in the best interest of the City, as determined by the Police Chief or his/her designated authority, employees will be given a minimum of seven (7) days' notice prior to a change in days off.

C. F.L.S.A. Work Period. For purposes of the Fair Labor Standards Act, the work period shall be as follows:

7 days except flex schedules

D. Lunch Periods. Employees who work a 4/11 – 3/11 receive forty minute paid lunches. Employees on all other schedules receive thirty-five (35) minute paid lunches. Exception: Employees assigned to special duty will not receive paid lunch.

ARTICLE II. 4/11 – 3/11 SHIFT SCHEDULE

The following constitutes the agreement and understanding between the City of Roseville("City") and the Roseville Police Officer's Association ("RPOA') (hereafter the "Agreement") regarding the implementation of a "4/11-3/11" shift flex schedule and plan for sworn police officers and supervisors assigned to patrol (The "Plan").

1. The Plan applies only to sworn patrol officers and supervisors.

2. The Plan will operate under the exemption from overtime provided by Section 7(k) of the Fair Labor Standards Act, 29 United States Code Section 207(k). The specified work period is twenty-eight (28) days. Consistent with existing pay practice, however, and to provide the officers with a regular recurring source of income more frequently than would be the case should the pay period be extended to twenty-eight (28) days, the parties agree that the pay periods shall continue at the current fourteen (14) day intervals.

3. Under the Plan, the regularly scheduled work day will consist of eleven (11) hours per shift Except as noted below, in any two (2) week pay period during the twenty-eight (28) day cycle, affected Employees will be assigned to work rotating schedules of four (4) consecutive days worked followed by three (3) days off, which is then followed by three (3) consecutive days worked and four (4) consecutive days off. However, the City reognizes that employees have traditionally been permitted work 80 hours every two weeks and thus, would suffer a deficit of three hours at straight-time pay were extra time not permitted to be subsequently made up at straight-time rates. Thus, inorder to permit employees to "make-up" for such time, and, to permit the City and affected employees to benefit from the ability to have extra regularly scheduled training days and days for special enforcement projects and other extra work, an extra nine (9) hour regular workday shall be scheduled eery third pay period. The extra nine (9) hour day shall also be worked at a straight-time rate of pay. The extra day sall be scheduled during a normal day off during that week in the pay period in which the affected employees are scheduled to work thirty-three (33) hours. Accordingly, the days off that week shjall be reduced from four (4) to three (3). Thus, during that fourteen (14) day pay period, the affected employees shall work forty-four (44) hours one week, and forty-two (42) hours in another, all at straight time rates. The regularly scheduled straight-time hours worked during this twenty-eight (28) day period will be 163 hours.

4. Overtime - Officers assigned to eleven (11) hour workdays will receive overtime pay at one and one-half times their regular rate of pay for hours worked beyond eighty (80) hours worked in the pay period (or may elect compensatory time off in accordance with the current MOU).

5. Leave Accruals - Accrual rates under the current MOU for sick leave, vacation leave, compensatorytime, and holiday pay will not be affected by the Plan.

6. Leave Usage - Time off from any regularly scheduled work day will require the appropriate use of vacation, sick leave, or compensatory time on an hour-for-hour basis.

    a. If the officer attends a forty (40) hour school during the employee's thirty-three (33) hour work week, the officer will receive seven (7) hours of overtime or be granted another day off with the excess time used as travel or study time, or taken in time off. Conversely, if the officer attends a forty (40) hour school during the employee's forty-four (44) hour work week, the excess four (4) hours could be used as travel or study time, or taken in time off.
    b. All time off will be recorded as the actual time away from work (including sick time). If an employee is absent for an entire shift, the amount of leave time deducted will be eleven (11) hours. If the leave is during the entire forty-four (44) hour work week, the amount will be forty-four(44) hours. If the time off falls on the prescheduled extra day, the amount is nine (9) hours.

7. Meal Periods - Meal periods will be a forty (40) minute paid lunch.

8. The City will make good-faith efforts to insure that at least six (6) of the extra nine-hour workdays during any one year period are used for training purposes, if the schedule is implemented on an annual basis. The work required on the remaining nine (9) hour days will be at the discretion of the City, and may involve special enforcement, special operations, or other assigned work at the discretion of the City.

9. Workers' Compensation - Hours paid for Workers' Compensation leave will be paid on an hour for hour basis based upon the officer's shift schedule. Officers on extended Workers' Compensation leave for twenty-eight (28) days or more may be reassigned to a forty (40) hour work week.

10. The City retains the right to determine operational guidelines for the implementation and operation of the Plan and to assign employees to a "4/10" work schedule by giving employees thirty (30) days' notice.

11. The Association understands and agrees that, to the extent this Agreement conflicts with any existing provision in the current MOU, this Agreement modifies and supercedes any such conflicting provision.

12. The Association warrants that it believes the Plan to be in compliance with all applicable wage and hour laws and agree that it will not file or maintain or cause the filing or maintenance, or encourage or assist in the filing or maintenance of, any claim, grievance, or cause of action of any kind, in any local, state or federal administrative agency, asserting that the Plan violates federal or state wage and hour laws and /or asserting any entitlement to overtime compensation for hours agreed to be worked at straight-time pay under the Plan and this Agreement.

CHAPTER 7. TRAVEL/MEAL EXPENSES

ARTICLE I. OUT OF AREA TRAVEL

When any employee is required to travel beyond a thirty (30) mile radius of the Police Department as the result of a business related function, the following compensation shall be provided:

A. Compensable hours under this provision shall be actual travel time to and from and all hours worked during such assignment. Compensation for such hours shall be governed by the overtime provision of this Agreement.

B. Employees performing such function may be provided the option of use of a City vehicle. Where an employee's personal vehicle is used, the employee shall be reimbursed mileage in accordance with this Agreement.

C. Employees shall be reimbursed other travel related expenses in accordance with this Agreement.

ARTICLE II. BUSINESS AND TRAVEL EXPENSE

The City agrees to reimburse employees for travel expenses in accordance with current City policy except as noted below:

For all reimbursement requests an employee is required to supply receipts verifying expenses. Where receipts are lost or unavailable, the employee is required to supply a statement indicating the amount spent and reasons for the missing receipt(s).

CHAPTER 8. PROMOTIONAL EXAMINATION/SERVICE POINTS

ARTICLE I. SERVICE POINTS

Employees shall receive service points based on the length of service they have had as a regular employee in classifications which are in the same career field with the promotional class as prescribed by the Human Resources Director (Appendix "Y"). Service points shall be added to the final computed examination score upon the promotional employment list on the basis of one-half (1/2) point for each full year of regular service to a maximum of five (5) points.

ARTICLE II. PROMOTIONAL EXAMINATION

In cases of promotional vacancies in the classification of Police Sergeant:

A. The examination shall be promotional if there exists three (3) or more such regular employees who meet the City's minimum qualifying standard and who apply by the time the filing deadline for such vacancy.

B. In the event that there are not sufficient candidates as expressed above and the City decides not to hold a promotional exam, the examination will be given on an open/promotional basis. Employees currently employed in the Department shall receive service points as provided by this Agreement.

ARTICLE III. CERTIFICATION OF ELIGIBLES AND APPOINTMENTS

A. All appointments to vacancies shall be based upon merit and fitness ascertained in accordance with these rules and shall be made by transfer, demotion, or from eligibles from an appropriate employment list, if available, which appointment may be for new employment, reemployment, reinstatement, or promotion. The type or types of appointments utilized shall be in the best interest of the City as determined by the City Manager. In the absence of persons eligible for appointment in these ways, provisional, temporary, emergency, or other types of appointments may be authorized by the City Manager in accordance with these rules and the City Charter.

B. Whenever a vacancy is to be filled, the appointing authority shall notify the Human Resources Director in the manner prescribed. If there is no employment list available for a class, the Human Resources Director shall decide the manner in which the position shall be filled.

C. The number of persons to be certified by the Human Resources Director to the hiring department shall be the top five (5) ranking scores for the initial vacancy and an additional two (2) scores for each additional vacancy to be filled upon the same certification. If there are three (3) or fewer eligible and available persons on a promotional or open list for certification to the hiring department, the Human Resources Director may use his/her discretion in calling for a new examination in order to secure a sufficient number of persons eligible for certification.

D. Vacancies filled by promotion may be certified by competitive (closed) promotional examination, or by promotional certification by the department head and Human Resources Director in those cases where only one employee is qualified for the higher level position. For advancement to occur by promotional certification, the department head must notify the Human Resources Director that an employee meets all prescribed standards of the higher level class, has demonstrated in all respects the ability to satisfactorily perform responsibilities of the higher level class, and is in other ways eligible for certification to the higher level class. Upon a finding by Human Resources Director that an employee is in all respects eligible for promotional certification, the Human Resources Director may so certify the employee for employment consideration by the Police Chief upon the occurrence of the next vacancy at the higher level position.

E. The Police Chief shall arrange for a convenient time and place to conduct departmental evaluations of eligible persons, and shall notify the same. Following interview and other appropriate candidate review, the Police Chief may recommend an appointment to the City Manager. The candidate(s) selected for appointment consideration shall be certified by the department head to the Human Resources Director, who shall arrange for a medical examination, fingerprinting, and any other pre-employment testing deemed to be necessary and appropriate. Upon receiving satisfactory results of such tests, the Human Resources Director shall sign the appointment authorization and refer such authorization together with any supporting documents to the City Manager at least five (5) working days prior to the effective date. The City Manager may approve or disapprove the recommended appointment. If approved, the department head shall notify the appointee and, if the person accepts appointment and reports for duty within such period of time as prescribed by the department head, the applicant shall be deemed to be probationally appointed; otherwise, the applicant is deemed to have declined appointment.

F. Unless authorized as an exception by the City Manager, no appointment of a new employee shall be made until the results of a medical and background evaluation have been received by the Human Resources Director.

ARTICLE IV. SALARY UPON PROMOTION

Any regular employee who is promoted to a position in a class with a higher salary range shall be placed in the step in the new salary range which represents at least a ten percent (10%) increase over the employee's current step. In the event that the new range does not have a step that is at least ten percent (10%) higher than the employee's current range the employee shall be assigned to the highest step in the range. An employee thus promoted is therefore assigned a new salary anniversary date effective on the date of promotion.

ARTICLE V. REEMPLOYMENT – SENIORITY

1. At the discretion of the Chief of Police and upon approval by the City Manager, employees who are reemployed within two years of the date of separation from City employment may have their Police Department seniority reinstated to the level of time served at the date of separation.

2. The reinstatement of seniority pursuant to subsection 1 above may only be approved at date of rehire to the City.

CHAPTER 9. GENERAL ISSUES

ARTICLE I. LEAVE REDUCTION

Pursuant to Section 3.16.030 of the City's Personnel Rules:

A. Disciplinary suspensions may be administered by reducing an employees's vacation, compensatory time and/or holiday time by up to forty (40) hours. Reductions of time in excess of forty (40) hours must be with the approval of the employee. If the employee refuses reductions beyond forty (40) hours, the department head may choose another form of discipline to supplement the leave reduction. In no instance shall the chosen discipline combined with the leave reduction exceed the discipline proposed.

B. An employee who has forfeited previously scheduled time off may substitute other forms of accumulated time off to enable him/her to take the previously scheduled time off.

ARTICLE II. UNIFORMS

A. Employees shall be provided uniform replacement and maintenance in lieu of a uniform allowance. The City will report to CalPERS for Classic members the monetary value of the City's cost of providing, replacing and maintaining employee uniforms, as special compensation. For Classic employees, in the first year of employment, the reported special compensation earned will be reported in an amount not to exceed $1,500.00 per calendar year. All other uniform replacement and maintenance costs reported as special compensation earned may not exceed $850 per calendar year. This excludes the monetary value for personal health and safety equipment. The City shall, as needed, supply replacement uniforms.

1. Uniform Items:

   a. Uniform badge/cap badge
   b. Trousers (4)
   c. Shirts (6)
   d. Tie
   e. Ball Cap
   f. Jacket
   g. Appropriate Patches
   h. *Breeches (3)
   i. *Motorcycle boots
   j. *Summer/winter gloves

   *Motorcycle Patrol only

2. Each new hire shall be issued the following complete sets of all uniform items in accordance with the above:

   a. Police Officer 3 sets
   b. Police Sergeant 3 sets

B. The City shall provide a pick up and delivery service to the Police Department at a minimum of two (2) days per week.

C. The Police Chief may approve additional cleaning when appropriate.

D. The City agrees to replace or repair required equipment lost or damaged in the line of duty, except that there shall be a limit of one hundred dollars ($100) on replacement of a watch. No other personal items will be replaced or repaired.

E. Employees assigned to the Investigation Division, Professional Standards Unit, or V-NET shall receive $200 per year clothing allowance to be issued after the first shift change in February of each year of this Agreement. Officers assigned to the Investigation Division for a six-month assignment will be eligible for $100 in clothing allowance payable at the shift change in February or July/August. Clothing used by the Investigators/CSU in their assignment shall be cleaned as part of the City's existing uniform cleaning program. The City agrees to replace or repair Investigators/CSU clothing which is damaged in the line of duty.

F. Professional standards sworn personnel will have their choice of the $200 per year clothing allowance or a City issued uniform as described above.

G. The City and the RPOA agree that sworn personnel may purchase and maintain Class C Uniforms (Class C's) and wear them as their regular uniform. The Class C's must be a brand, style and color authorized by the Chief. Class C's will be cleaned by the City in the same manner as other uniforms.

ARTICLE III. DISCIPLINE

The discipline of City employees, including RPOA members, may be by written reprimand, suspension, demotion, discharge, or other actions not inconsistent with the provisions of this MOU and the City Charter, and is governed by Article VIII of the City Charter, Section 8.04 Personnel Rules, Subsection (i), and Roseville Municipal Code section 3.16 and applicable law including Government Code Section 3300 et. seq. The causes cited below are examples and are listed to alert employees to the more commonplace types of disciplinary issues. However, because human conduct is unpredictable, there may arise instances of unacceptable behavior not included in the list given below, in which the City may find it necessary and appropriate to initiate disciplinary action. In such cases, the rules governing discipline shall prevail as if the unlisted cause, issue or infraction were listed, as follows:

Causes for Discipline

A. Attendance

1. Improper or unauthorized use or abuse of sick leave;
2. Excessive absenteeism regardless of reason;
3. Being absent without authorized leave, repeated tardiness to assigned work station, or leaving assigned work without authorization.

B. Behavior

1. Willful or negligent violation of the personnel rules and regulations, administrative regulations, resolutions, ordinances, and departmental rules, regulations, and policies;
2. Insubordination (failure to carry out a direct order from a supervisor);
3. Acceptance of gifts or gratuities in connection with or relating to the employee's duties, except as provided in Section 3.15.030;
4. Conduct that is unbecoming a City officer or employee which tends to discredit the City or City service, including the wearing of City-identified uniforms off duty into a public or private establishment, the nature of which may adversely reflect upon the City, or willful misrepresentation of the City;
5. Conviction of a crime, the nature of which reflects a possibility of serious consequences related to the continued assignment or employment of the employee;
6. Falsifying information related to an employment application, payroll, or any work related record or report;
7. Soliciting outside work for personal gain during the conduct of City business; engaging in outside employment for any business under contract by the City; participating in any outside employment that adversely affects the employee's City work performance; or engaging in unauthorized outside employment;
8. Discourteous treatment of the public or City employees;

9. Conduct interfering with the reasonable management and discipline of the City or any of its departments or divisions;
10. Engaging in any political activity prohibited by Section 3.15.010 or state law;
11. Violation or neglect of safety rules;
12. Theft;
13. Physical altercations;
14. Any act or conduct that is discriminatory in nature towards another person's race, color, religion, ancestry, national origin, age, sex (including sexual harassment), sexual orientation, marital status, political affiliation, family care leave status, pregnancy, physical or mental disability, medical condition, or legally protected characteristic.
15. Dishonesty.

C. Work Performance

1. Inefficiency, incompetence, or negligence in the performance of duties, including failure to perform assigned tasks of training, or failure to discharge duties in a prompt, competent, and reasonable manner;
2. Refusal or inability to improve job performance in accordance with written or verbal direction after a reasonable trial period;
3. Refusal to accept reasonable and proper assignment from an authorized supervisor;
4. Intoxication, or incapacity on duty due to the use of alcohol or drugs; or illegal possession of drugs or open container of an alcoholic beverage while on duty;
5. Driving under the influence of alcohol or drugs while on duty or revocation, suspension or nonrenewal of driver's license where job duties require driving; possession for use or sale of an illegal controlled substance.
6. Careless, negligent, or improper use of City property, equipment or funds, including unauthorized removal, or use for private purpose, or use involving damage or unreasonable risk of damage to property;
7. Unauthorized release of confidential information or official records;
8. Participation in an unlawful strike, work stoppage, slowdown, or other job action against the City.
9. Violation of the City's Drug and Alcohol policy AR 2.08.

ARTICLE IV. EDUCATIONAL REIMBURSEMENT

Employees may be reimbursed for the tuition and fees connected with approved job related educational courses and other work-related trainings, up to $250 per course, not to exceed $750 per year. The cost of books is not covered in this Agreement. The employee will submit the request for reimbursement to the Police Chief, who will accept or reject the request. The request must be made before the class has been completed. The request will then be forwarded with the Police Chief's recommendation to the Human Resources Department, who will make the final decision to accept or reject the request. No payment will be made until the final proof of a passing grade is submitted to the Human Resources Department. The City has established a $6,000 educational reimbursement fund to be administered by the Human Resources Department. Once the fund balance is depleted, no further reimbursements will be approved

ARTICLE V. NO SMOKING POLICY

Sworn employees hired after 1985 must be tobacco free and cannot use tobacco products on or off duty.

ARTICLE VI. PHYSICAL FITNESS PROGRAM

The on-duty Physical Fitness Program for all sworn personnel shall be as provided for below:

A. The Program

1. Patrol's sworn personnel will exercise on duty for one (1) hour at the beginning of every regular shift, unless calls for service require additional patrol. The watch commander will determine daily participation.

2. Specialized units (YSO, Investigations, Traffic, NPU) will have the option of when to exercise depending on schedules. Each unit's manager or supervisor will determine exercise schedules and daily participation.

3. All sworn employees must exercise for approximately forty (40) minutes, be in uniform and report for duty in the one-hour period when the time is allotted. Overtime will not be authorized due to exercise time.

4. A Fitness Committee comprised of the Risk Manager, the Police Department's Personnel and Training analyst, a contract fitness coordinator, the RPOA president and three sworn employees designated as fitness advisors (NSCA certified) will oversee the program and periodically report to the Chief of Police. It will be the analyst's job to facilitate the program, including generating health bulletins for employee motivation and information, ensuring maintenance of the gym equipment, collecting and reporting data to validate the program, etc. It will be the committee's responsibility to meet on a semi-annual basis to review the progress of the program, make recommendations and assist in the implementation of the program.

5. The contract fitness coordinator will continue with a renewable contract and will be responsible for the following: conducting annual fitness assessments on all sworn personnel, keeping all medical information confidential, providing an exercise prescription for each employee, collecting and reporting department data, and being available for a minimum of six (6) exercise periods per month for consultations. In addition to the items above, the fitness coordinator will notify the department and Risk Management of any employee whose fitness for duty may be in question. An employee so identified will then be referred to a city doctor for a fitness for duty exam.

6. Employees who participate in the fitness program as fitness advisors shall provide technical assistance to employees in the proper use of the fitness equipment. Fitness advisors shall not be provided medical information on any employee other than him/herself. An exception to this would be if an employee supplies the information and requests an interim fitness assessment by an advisor. The fitness advisors may receive guidance from the fitness coordinator in establishing an employee's fitness program.

7. Each employee will receive an annual health assessment and exercise prescription before exercising on duty. The fitness coordinator will be the only individual who will have access to the personal medical information of members. The fitness coordinator will maintain the information on a computer disk, which will not be disclosed absent court order. The assessment will consist of the following:

    a. 12-hour fasting lipid blood panel (cholesterol, HDL, LDL, Blood glucose and triglycerides results)
    b. Body weight and height
    c. Resting and exercise blood pressures
    d. Resting and exercise heart rates
    e. Body fat skin calipers
    f. Muscle fitness (flexibility, strength and endurance) tests

8. Should an employee present two (2) or more of the following factors; is a smoker, has high cholesterol, obesity, diabetes, hypertension or high HDL, indicating a health condition which could conflict with the employee's physical ability to participate in the fitness program, the employee will be referred to the employee's treating physician. The

coordinator will provide the doctor with a letter listing his or her concerns, a copy of the job specification of a police officer as well as a list of possible fitness activities and available gym equipment. The employee will be required to provide to the fitness coordinator medical clearance from the treating physician indicating that the employee is physically capable of participating in the fitness program. Should the employee fail to provide medical clearance within seven (7) calendar days from the date of referral or should the employee's treating physician indicate that the employee is not physically capable of participating in the fitness program, the fitness coordinator will notify the Department. The City may then refer the employee for fitness for duty evaluation to ascertain the nature and extent of the employee's limitations.

9. Should the fitness coordinator have serious concerns about an employee's ability to perform his/her duties as a police officer due to the existence of three (3) or more factors listed above, the department and Risk Management will be notified and a decision made whether a fitness for duty evaluation is necessary.

10. Exercise prescriptions will be developed as a cooperative effort between the employee and the fitness coordinator. There shall be no minimum levels of fitness. Each employee will be required to participate in good faith in the fitness program. The failure to participate in good faith may subject the employee to disciplinary action. Upon request to the fitness coordinator, a copy of an employee's exercise prescription may be obtained for supervisory purposes.

11. No competitive sports are allowed while on duty. Walking and running outside the building is allowed on pre-determined routes. Employees walking or running at night must wear a reflective vest.

12. Employees will be allowed to ride their bicycle for their forty (40) minute workout time. The employee must ride their bicycle on a pre-determined route. Employees riding during hours of darkness must have a headlight and taillight on their bicycle.

B. Program Validation

The program will be measured by change or improvement in the overall employees' fitness level. This will be measured in a number of ways:

1. Annual fitness assessments will be performed on all employees for the purpose of validating the program as well as monitoring individual fitness. The fitness coordinator will provide a statistical analysis on the fitness level of the overall employee population. Such information will not be provided in any manner that identifies any particular employee.

2. Risk Management will monitor the number and types of injuries and related costs. Sick leave usage will also be evaluated and compared to previous years.

3. Costs associated with the fitness program will be tracked.

4. Information will be collected and monitored by the Fitness Committee. Reports and recommendations will be forwarded to the Chief of Police on an annual basis. The program's continuation will be based upon the benefits received equally by the City, Police Department and it's employees.

C. Gym Equipment and Usage

Sworn officers exercising on duty will have priority use of the exercise equipment and shower facilities.

D. Other Issues

1. Non-participation by an employee will be addressed as any performance issue, through progressive discipline.

2. Serious health risks may be identified through the assessment process that may preclude an employee from doing their job safely. In this case, the employee will be referred for medical attention and may be required to undergo a fitness for duty evaluation.

ARTICLE VII. CLASS B COMMERCIAL DRIVER'S LICENSES

The City of Roseville and the Roseville Police Officer's Association (RPOA) agree that Police Officers and Police Sergeants may volunteer to obtain their California Class B commercial driver's license in order to operate department commercial equipment. It is further agreed that the City will incur employee expenses related to obtaining and maintaining the license (physical and Department of Motor Vehicles fees).

Employees who obtain commercial driver's licenses will be subject to the City of Roseville Drug and Alcohol policy including the provision that provides for random drug testing per the Department of Transportation.

Employees will not receive additional compensation for possession and use of the commercial driver's license.

CHAPTER 10. ASSOCIATION/CITY ISSUES

ARTICLE I. ACCESS RIGHTS

Any representative of RPOA shall give notice to the Police Chief before contacting departmental employees on City facilities during the duty period of the employees, provided that solicitation for membership or other RPOA business shall be conducted during the non-duty hours of all employees concerned. Prearrangement for routine contact may be made, and when made shall continue until revoked by the Police Chief.

ARTICLE II. BULLETIN BOARD

RPOA shall have access to employee association bulletin boards. Any new materials posted must be dated and initialed by the RPOA representative/officer responsible for the posting. The City shall provide reasonable bulletin board space for the use of RPOA and the City located in the day room. RPOA shall designate one individual who shall be the liaison with management regarding the usage of association bulletin boards.

RPOA agrees that no materials shall be officially posted which are in violation of existing laws or which exceed constitutional parameters, and further agrees to remove as soon as possible any such materials which have been posted without RPOA authorization.

ARTICLE III. USE OF CITY FACILITIES

A. The City shall continue to permit use of certain facilities for RPOA meetings subject to the operating needs of the employer and Section 3.17.120 of the City's Personnel Rules.

B. RPOA shall have access to the internal department mail boxes and electronic mail for distribution of RPOA employee relations and association materials for all its unit members.

C. RPOA representatives/officers shall have reasonable access to City telephones for local employee relations (including Sacramento area) calls as approved by their immediate supervisors. Access to phones shall not be unreasonably denied and use of the phones shall not be disruptive to the employee's work performance.

ARTICLE IV. ORIENTATION

The City shall, during orientation of new employees, provide to each new unit member a copy of the MOU and a list (provided by RPOA) of RPOA officers and representatives for future contact.

ARTICLE V. REPRISALS

The City and RPOA shall not impose or threaten to impose reprisals on employees to discriminate or threaten to discriminate against employees or otherwise interfere with, restrain, or coerce employees because of the exercise of their rights guaranteed by the Meyers-Milias-Brown Act, this Agreement, and all applicable sections of the California Government Code.

ARTICLE VI. CONCERTED ACTIVITY

A. During the term of this Agreement, neither RPOA, its agents, nor any Bargaining Unit employee, for any reason, will authorize, institute, aid, condone or engage in a work slowdown, work stoppage, strike, or any other action which precludes the City from carrying out its functions or obligations.

B. RPOA agrees to notify all of its officers, stewards, and staff of the obligation and responsibility for maintaining compliance with this Section, including the responsibility to remain at work during any job action initiated by others.

ARTICLE VII. MANAGEMENT RIGHTS

Pursuant to Section 3.17.030 of the City's Personnel Rules all rights are reserved to the City, except as abridged by this Agreement.

ARTICLE VIII. NON-DISCRIMINATION

The RPOA hereby certifies that it has no restrictions on membership based on race, color, creed, gender, disability, national origin, political affiliation, religious beliefs, or any status protected by state or federal law.

ARTICLE IX. GRIEVANCE PROCEDURE

Pursuant to Chapters 3.23 and 3.24 of the Personnel Rules and Regulations, the following provision shall govern the grievance procedure for this Agreement.

A. Grievances in General.

An employee, individually or in representation of a group of employees, may complain to the City management through the grievance procedure in this chapter regarding any matter relating to that employee's wages, hours, or conditions of employment. A grievance may be either formal or informal. An informal grievance is a prerequisite to filing a formal grievance.

B. Informal Grievance.

An employee, individually or in representation of a group of employees, with a grievance shall first discuss the matter with his or her immediate supervisor within ten (10) calendar days of the matter complained of. The supervisor and the employee shall attempt to informally resolve the dispute. If this is not accomplished, the employee shall next discuss the matter with the next level of supervision within ten (10) calendar days of the unsuccessful discussion and so on, until the employee reaches the department head. The decision of the department head regarding an informal grievance shall be final unless the employee files a formal grievance.

C. Formal Grievance.

1. An employee, individually or in representation of a group of employees, who has a grievance which remains unresolved after utilizing the informal grievance procedure may file a formal grievance in writing. The employee shall file a formal written grievance with the City Manager within ten (10) calendar days after the final decision on the informal grievance. The formal grievance shall contain all relevant information relating to the grievance which the employee wishes the City Manager to consider. The City Manager shall meet with and respond in writing to the employee within ten (10) calendar days of the receipt of the grievance.

2. The decision of the City Manager as prescribed in "1" above shall be final and binding for all grievances except as noted in "3" below.

3. A grievance that claims an employee has been unfairly treated due to an alleged improper application of (i) a departmental regulation or; (ii) any expressed terms(s) of this Agreement may be appealed to the Personnel Board as provided by Subsection D below.

D. Administrative Appeals.

1. Within five (5) working days after the decision by the City Manager regarding a formal grievance, an employee may file a written administrative appeal to the Personnel Board with the Human Resources Director. Such written administrative appeal shall, at minimum, contain the following information:

   a. The name and classification of the employee;

   b. The name, address, telephone number, and organizational affiliation, if any, of any representative of the employee;

   c. A copy of the formal grievance papers filed with the department head and the City Manager and their written responses;

   d. Any other relevant information or documents the aggrieved employee wishes to submit.

2. The Human Resources Director shall arrange for a hearing before the Personnel Board within forty-five (45) calendar days. The employee may request in writing that the date of hearing be postponed beyond forty-five (45) days; or such date may be extended at the request of the Personnel Board Chairperson.

3. The Human Resources Director shall provide at least five (5) calendar days' written notice of the date, time, and place for hearing to the employee (and representative, if any).

4. Selection of Hearing Officer. The City agrees to request a list of seven (7) arbitrators from the State Mediation Service to serve as advisor to the Personnel Board. The Association and City shall alternately strike names, the City striking first, until there is an advisor selected. The cost of such advisor shall be borne by the City.

ARTICLE XI. MEMBERSHIP DUES AND AUTHORIZED DEDUCTIONS

A. The Association shall be entitled to have membership dues and other lawful deductions of its members deducted from their paychecks in accordance with the procedures required by law and set forth herein. To the extent required by Government Code Sections 1157.3 and 1157.12, the City shall honor employees' voluntary authorizations for Association dues deductions from employee paychecks Such authorized deductions shall be remitted monthly to Association along with an adequate itemized record of deductions. The City shall make every reasonable effort to remit the amounts deducted within ten (10) working days following the payday on which the deductions were made.

B. In making such authorized membership dues deductions, the City shall rely on written certification from the Association confirming that the Association has and will maintain authorizations signed by each individual employee from whose paychecks the deduction is to be made that the individual affirmatively consents to the dues deduction in a manner that meets the requirements of state and federal law, including but not limited to applicable provisions of Government Code Sections 1150-1157.12 and the First Amendment of the United States Constitution. After providing the required certification, the Association shall not be required to provide a copy of individual authorizations to the City unless a dispute arises about the existence or terms of the authorization. To the extent required by law, the City will rely on information provided by the Association in writing regarding whether dues deductions were properly cancelled or changed. Any requests from the Association that the City change dues deductions shall include a

certification that the changes are requested with the affirmative consent of the individual employee(s) and otherwise comply with all requirements of state and federal law.

C. The amount of membership dues shall be set by the Association. . All changes in dues deductions shall become effective the first of the month following written notification to the City Finance Director.

D. The City agrees to direct all employees to the Association with regard to any questions or concerns related to membership dues or any other mutually agreed payroll deduction. The City agrees to send requests to cancel or change dues deductions to the Association

E. The City agrees to provide to Association on a monthly basis a payroll dues deduction report.

F. The employee's earnings must be regularly sufficient, after other legal and required deductions are made, to cover the amount of the dues check-off authorized. When an employee, in good standing in the Association, is in a non-pay status, for the full pay period when his/her dues would normally be withheld, no dues deduction will be made to cover that withholding from the current or future earnings; nor will the employee deposit the amount with the City which would have been withheld if the employee had been in a pay status during that period. In the case of an employee who is in a non-pay status during only a part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over Association dues.

G. The Association shall indemnify, defend, protect and hold harmless the City and its elected and appointed officials, officers, employees, officers and agents (collectively hereafter the "Indemnitees") from and against any and all claims, liabilities, losses, damages, fines, penalties, claims, demands, suits, actions, causes of action, judgments, costs and expenses (including, but not limited to, reasonable attorneys' fees and court costs) arising from the application of any provisions under this Article, including, but not limited to, any claims made by any member employees for the membership dues deductions the City made in reliance on the Association's certification, and any claims made by any member employees for any deduction cancellation or modification the City made in reliance on the information provided by the Association, provided that the City promptly notify the Association of any such matter for which it is seeking indemnification after the City has knowledge of the occurrence of such matter.

In the event any such action or proceeding is brought against the City by reason of any such claim, the Association, upon notice from the City, covenants to defend such action or proceeding by counsel reasonably satisfactory to the City. Further, the Association agrees to indemnify and hold harmless the Indemnitees for any loss or damage arising from the Association's actions or inactions under this Article.

ARTICLE XII. SENIORITY

A. Seniority in the Police Department is established by continuous time served in class in either a regular or limited term position. ~~.~~When two (2) or more employees within the same class have identical service and appointment dates, the employee with the higher position on the City eligibility list from which the appointments were made is deemed to be the senior.

1. Police Officer Trainees being promoted to Police Officer who have identical service and appointment dates and the same placement on the City eligibility list will have their seniority based upon their average final academy scores in three areas: academics, firearms, and the Work Sample Test Battery (WSTB).

2. Lateral Police Officers who have identical service and appointment dates and the same placement on the City eligibility list will have their seniority based upon their number of years worked in a sworn capacity.

3. Rehired Officers reemployed within two years of their date of separation from the City will be granted seniority pursuant to Article V. Reemployment – Seniority.

Individuals who are demoted, whether voluntarily or involuntarily, shall have all time served in the higher rank within a class series counted for purposes of seniority.

B. Seniority list placement qualifies an employee for shift, team, vacation, and days off preference.

C. Shift Bidding: Employees shall be permitted to bid for shift/days off/team on the basis of seniority.

1. Bidding shall take place every six (6) months and shall be completed thirty (30) calendar days before the start of the new shift.

2. Police Sergeants shall bid their shift prior to officers placing their bids.

3. K-9 handlers shall be allowed to bid for available K-9 shifts.

4. When a vacancy in a shift occurs during the interim of a shift period (after bidding has occurred for the six (6) month period) the department may fill that vacancy with another employee of their choosing for the remainder of the shift period. In the event the vacancy or temporary assignment extends to the next shift bidding period, the absent employee may personally bid or may relinquish their seniority status for the purpose of shift bidding.

5. Once probationary employees have completed the Field Training Officer (FTO) phase, they are assigned to a shift on the basis of seniority. From time to time it is necessary to reassign a probationary employee to other shifts for purposes of evaluation or training. Such transfer of a probationary employee may necessitate the temporary transfer of other employees to different shifts. These transfers will be of relatively short duration, and reasonable notice will be give to all affected employees.

ARTICLE XIII. PERSONNEL FILES

The City shall maintain two (2) personnel files on each employee, a permanent file in the Human Resources Department and a departmental file. The personnel files shall be maintained at a location identified to each employee. Upon request by an employee, the employee and/or his/her authorized representative may review the personnel files during regular office hours except where denial of access is authorized by statute. No other personnel files other than that permitted by this provision may be kept on an employee. Information contained in an employee's personnel file shall be confidential and available for inspection only to authorized management personnel, the supervisor of the employee and the City's attorneys; except, however, that information in an employee's personnel file may be released pursuant to court order, subpoena, or with a release signed by the employee. The department shall notify the employee of the existence of such court order, subpoena, or a motion for court order to gain access to the personnel file prior to the release of any information. No material which relates to the employee's conduct, attitude, work performance, or service will be included in his/her personnel file without being signed and dated by the author of such material. Before such material is placed in the employee's file, the department head or designated authority shall provide the employee the opportunity to review the material and sign and date it. A copy of such material shall be provided to the employee. The employee shall have the right to insert in his/her file within thirty (30) calendar days of the employer placing an item in the file, supplementary material and a written response to any item in the file. Such response shall remain attached to the material it supplements for as long as the material remains in the file.

Retention of Materials.

Internal affairs investigations shall be kept in a separate file under complainant's name and shall be purged and destroyed after five (5) years. All personnel records dealing with disciplinary actions that affect payroll, leave balances, etc., personnel transaction forms, and voluntary-nonvoluntary deduction forms shall be maintained permanently. All other information shall be destroyed after five (5) years from the date filed. Written reprimands shall be destroyed after five (5) years if no further discipline or similar reprimands have been filed within the five (5) year period. If there are other similar documents on file, the written reprimands cannot be destroyed until five (5) years after the most recent occurrence.

Counseling memos are considered to be part of the performance evaluation process and can be included in the evaluation document at the supervisor's discretion.

ARTICLE XIV. EMPLOYEE RELEASE TIME

A. The City recognizes and agrees to deal with designated representatives of RPOA on all matters related to grievances.

B. A written list of all RPOA representatives shall be furnished to the City immediately after their designation and RPOA shall notify the City promptly of any change of representatives.

C. An aggrieved employee shall be allowed reasonable release time for the purpose of attending administrative or Skelly hearings or an internal affairs investigation during working hours without loss of compensation subject to prior notification and approval by his/her immediate supervisor.

D. Upon request of an employee an RPOA representative shall be allowed reasonable release time for the purpose of representing the employee in all administrative or Skelly hearings or an internal affairs investigation during working hours without loss of compensation subject to prior notification and approval by his/her immediate supervisor.

E. Employee release time hours are not to be considered to be hours worked for overtime purposes.

F. Employees are entitled to representation in accordance with the provisions of this Agreement and Government Code Section 3300 et seq.

G. The City and RPOA agree to continue an RPOA Time Bank for use by employees for the sole purpose of performing or conducting association business subject to the following conditions:

1. RPOA members must donate one (1) hour each year of vacation hours from an association member's accrued leave balance for such hours. Such donation shall be non-revocable and not returnable to the employee. Donations will be allowed only during January of each year.

2. The maximum number of hours any member shall donate is one (1) hour per year. Any remaining unused hours in the time bank on December 31st shall be carried over into the next calendar year. The maximum number of hours that can be accrued is two hundred (200). In the event that the number of RPOA represented employees exceeds one-hundred (100), the maximum annual accrual will be increased by two (2) hours for each additional employee.

3. Time bank hours shall not be used without prior approval of RPOA representatives. All time submitted to payroll for reimbursement from the bank must have RPOA and department approval. The Human Resources and Finance Departments will be responsible for processing the appropriate donation forms and any payment(s).

4. RPOA members assume any tax liability for being assessed vacation or CTO hours and/or using Time Bank Hours. Hours donated to association members shall not be considered time worked for overtime, retirement or any other benefit purpose. However, any donated hours will be subject to applicable state and federal payroll taxes.

ARTICLE XV. INTERNAL AFFAIRS INVESTIGATIONS

The City will conduct internal affairs investigations of police department personnel as expeditiously as possible. In the event that the investigation takes over sixty (60) calendar days to conclude, the department will provide a status report to the employee.

ARTICLE XVI. LIMITED TERM

Pursuant to Section 3.06.095 of the City's Personnel Rules, the following shall apply to Police Officer limited term appointments.

A. A limited term employee appointed from a certified employment list to a Police Officer limited term position shall have their service in the limited term position counted toward their probationary period in classified service should they be transferred, in accordance with Personnel Rule 3.07.030, to a regular Police Officer position without a break in City service.

B. At the conclusion of at least every three months the limited term Police Officer's performance shall be evaluated in the manner described in Personnel Rule Section 3.06.150.

C. A limited term Police Officer who is transferred from a limited-term position to a classified Police Officer position, at the sole discretion of the Police Chief, having the same salary range and substantially similar duties, shall be compensated at the same step in the salary range as previously received without a change in the anniversary date.

D. Salary Step Advancement. A merit step increase may be granted to a limited term Police Officer employee pursuant to City's Personnel Rules 3.11.030, subject, but not limited, to the following:

1. "Anniversary date" means the date upon which an employee first appears on the City payroll due to original appointment to the Police Officer limited-term position, and in which the employee becomes eligible for salary advancement consideration.

2. A limited term Police Officer shall be provided with an employee evaluation in accordance with Chapter 3.14 of the Personnel Rules.

E. Limited term Police Officer employees shall be at-will employees and shall be entitled to health insurance, CalPERS retirement, retiree health savings account, long term disability, holiday pay, vacation and sick leave and other benefits, on the same terms and conditions as a newly hired regular status employee.

F. The length of service, service credit and service points shall start from the initial date of hire as a limited term Police Officer and be deemed continuous service upon the transfer to a regular Police Officer position without a break in service.

G. Nothing in this Article shall change the at-will, temporary status of a limited term appointment.

H. In all circumstances, appointments made based on this provision or into classified service are at the sole discretion of the Police Chief.

ARTICLE XVII. POLICE REFORM LEGISLATION

Should any legislation be implemented that requires peace officers to aquire renewed certification or licensing, the parties shall meet and confer over the impacts of the legislation.

The terms and conditions of this Memorandum of Understanding are executed this 12th day of February 2022~~18~~, by the Employer-Employee representatives whose signatures appear below on behalf of their respective organizations.

CITY OF ROSEVILLE:

Dominick Casey
City Manager

Timothy L. Davis
City Chief Negotiator

David Rawe
Member, Negotiation Committee

Dion Louthan
Member, Negotiation Committee

Doug Blake
Member, Negotiaion Committee

ROSEVILLE POLICE OFFICERS' ASSOCIATION:

Jerry Camous
Chief Negotiator

Pat Ganguet
Member, Negotiation Committee

Juan DeLuna
Member, Negotiation Committee

Richard Rahn
Member, Negotiaiton Committee

Bret Brzyscz
Member, Negotiation Committee

Alex Barkiewicz
Member, Negotiation Committee

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APPENDIX "G" – SALARY SCHEDULE

CITY OF ROSEVILLE
SALARY SCHEDULE

~~Appendix G~~

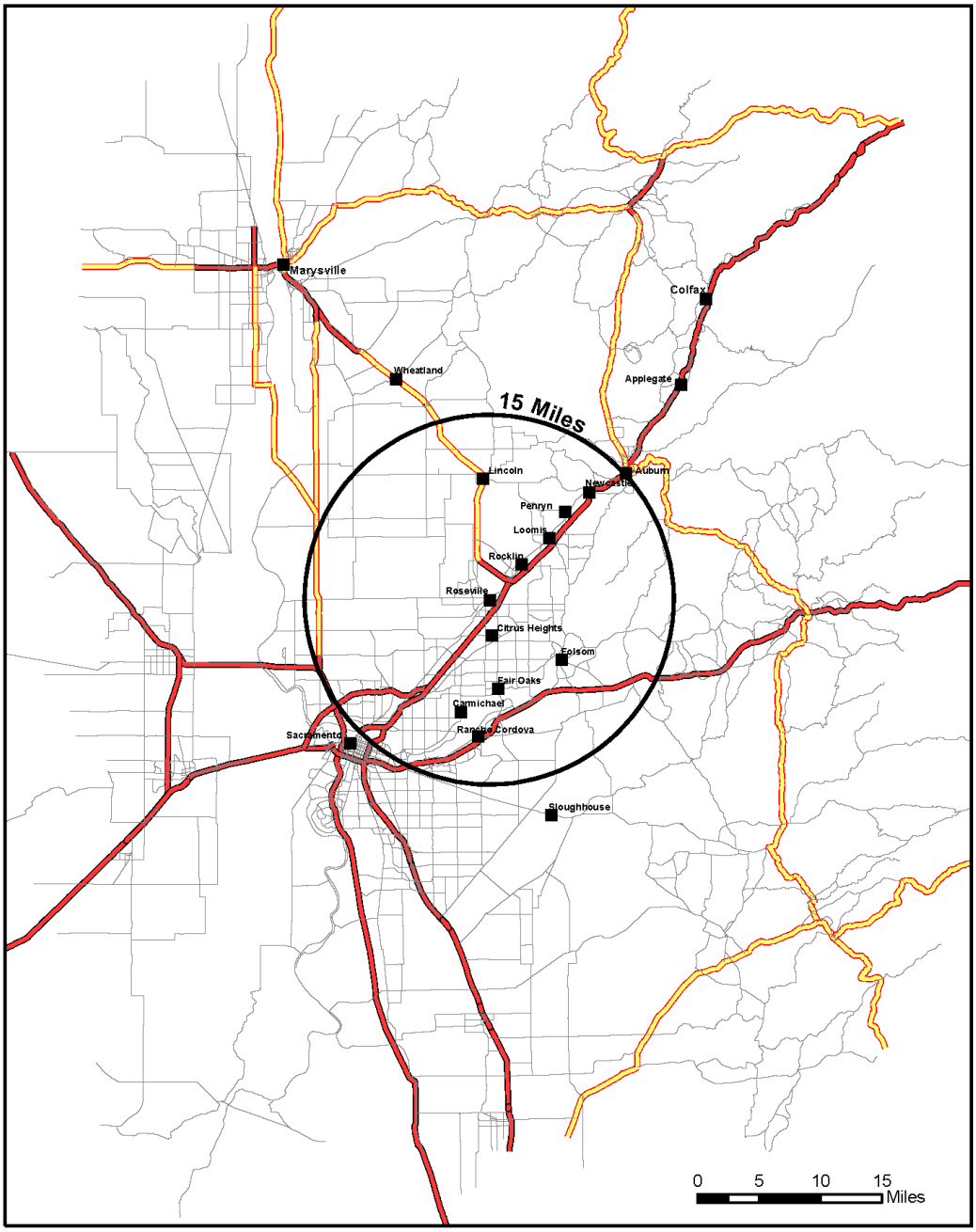
Effective Date: ~~January 5~~February 12, 202219

RPOA

Note: Employees hired into Salary Schedule B prior to January 5, 2019, into one of the four lower salary steps of the Police Officer salary range, will be placed into the new step A of the Police Officer salary range of Salary Schedule B, effective January 5, 2019, upon approval of the salary range.

APPENDIX "X" – TAKE HOME VEHICLE DISTANCE

Take Home Vehicles
Distance Map



APPENDIX "Y" – CLASS SERIES SENIORITY

POLICE SERGEANT
POLICE OFFICER

APPENDIX "Z" – AGENCIES USED FOR SALARY COMPARISONS

Davis
Elk Grove
Fairfield
Folsom
Lodi
Modesto
Placer County
Redding
Rocklin
City of Sacramento
County of Sacramento
Vacaville

Master Memorandum of Understanding

Roseville Police Officers' Association and City of Roseville

Term of Agreement:
February 12, 2022 - December 31, 2025

CITY OF ROSEVILLE CALIFORNIA

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MEMORANDUM OF AGREEMENT

CHAPTER 1. ADMINISTRATION

ARTICLE I. PREAMBLE

This Memorandum of Agreement, hereafter referred to alternatively as "the Agreement," “Memorandum of Understanding,” or “MOU,” entered into by the City of Roseville, hereafter referred to as "the City" or "the employer" pursuant to Section 3500, et seq. of the Government Code of the State of California and Resolution No. 72-55 of the City of Roseville, and the Roseville Police Officer’s Association, hereafter referred to as "RPOA" or "the Association" has as its purpose the promotion of harmonious labor relations between the City and RPOA; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other terms and conditions of employment.

The term "Agreement" as used herein means the written agreement provided under Section 3505.1 of the Government Code.

ARTICLE II. RECOGNITION

Pursuant to the Meyers-Milias-Brown Act, the City recognizes the Roseville Police Officer’s Association as the exclusive representative for all employees in the bargaining unit as provided by Chapter 3.17 of the City's Personnel Rules.

ARTICLE III. CONTINUATION OF BENEFITS

A. This Memorandum of Understanding is intended both as the final expression of the agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of this Memorandum of Understanding. No amendment, alteration, understanding, variation, waiver or modification of any terms of provisions of this Memorandum of Understanding shall in any manner be binding upon the parties unless made and executed in writing between the parties hereto and approved and implemented by the City Council.

B. Terms and conditions of employment as specified in this Memorandum shall remain in full force and effect during the term of this Memorandum unless modified pursuant to the above paragraph.

C. The parties agree that all applicable City Personnel Rules apply to the RPOA except for as expressly provided for herein.

ARTICLE IV. TERMS OF UNDERSTANDING

This Memorandum of Understanding incorporates all modifications regarding wages, hours, and other terms and conditions of employment. This Memorandum of Understanding shall be effective February 12, 2022 upon City Council approval and shall expire December 31, 2025.

ARTICLE V. SEVERABILITY OF AGREEMENT

This Memorandum of Understanding is severable. Should any provision of this Agreement be found unlawful or unenforceable by a court of competent jurisdiction, or invalidated by subsequently enacted legislation, the remainder of the Agreement shall continue in force. Upon occurrence of such an event, the parties shall meet and confer as soon as practical to renegotiate the invalidated provision(s).

CHAPTER 2. SALARIES AND OTHER COMPENSATION

ARTICLE I. SALARIES

A. General Wage Increase 2022

Effective February 12, 2022, the classification salary schedules (base salary) listed in Appendix "G" shall be increased by three percent (3%).

B. **General Wage Increase 2024**

Effective the first full pay period in January 2024, the classification salary schedules (base salary) listed in Appendix "G" shall be increased by two and half percent (2.5%).

C. **Labor Market Adjustments**:

Effective the first full pay period in January 2023, salary increases shall be determined for employees classified as (1) Police Officer and (2) Sergeant based on a Total Compensation Study. The effective date of the Total Compensation Study survey data is July 1, 2022.

The Total Compensation Study will use the agencies provided in Appendix "Z" for comparison and will be based on the same salary and benefit elements and methodology used in the 2020 Total Compensation Study for each classification, which include:

Minimum Base Salary
Maximum Base Salary
Employee's Portion of PERS Paid by the Employer (%)
Employee's Portion of PERS Paid by the Employer
Deferred Compensation
Longevity Pay (Year 10)
Maximum Education/Certification Pay
Education/Certification Pay Notes
Cafeteria Plan
Health (Most Expensive Plan)
Dental
Vision
Life Insurance
Long-Term Disability Insurance
Retiree Health Savings Account (RHSA)
Social Security/Medi-Care
Employee Contributions Towards RHSA
Employer Portion of Retirement Paid by the Employee

The Total Compensation Study will be prepared at the City's expense and the City will provide a draft of the result of the Total Compensation Study to RPOA for comments and to review for accuracy no later than October 14, 2022. The RPOA will provide any comments regarding the accuracy of the Total Compensation Survey no later than October 28, 2022. The City will provide a salary increase for each classification falling below the 55th Percentile of the total compensation market by an amount to match the 55th Percentile market.

D. Labor Market Adjustments:

Effective the first full pay period in January 2025, salary increases shall be determined for employees classified as (1) Police Officer and (2) Sergeant based on a Total Compensation Study. The effective date of the Total Compensation Study survey data is July 1, 2024.

The Total Compensation Study will use the agencies provided in Appendix "Z" for comparison and will be based on the same salary and benefit elements and methodology used in the 2023 Total Compensation Study for each classification, which include:

Minimum Base Salary
Maximum Base Salary
Employee's Portion of PERS Paid by the Employer (%)
Employee's Portion of PERS Paid by the Employer
Deferred Compensation
Longevity Pay (Year 10)
Maximum Education/Certification Pay
Education/Certification Pay Notes
Cafeteria Plan
Health (Most Expensive Plan)
Dental
Vision
Life Insurance
Long-Term Disability Insurance
Retiree Health Savings Account (RHSA)
Social Security/Medi-Care
Employee Contributions Towards RHSA
Employer Portion of Retirement Paid by the Employee

The Total Compensation Study will be prepared at the City's expense and the City will provide a draft of the result of the Total Compensation Study to RPOA for comments and to review for accuracy no later than October 14, 2024. The RPOA will provide any comments regarding the accuracy of the Total Compensation Survey no later than October 28, 2024. The City will provide a salary increase for each classification falling below the 55th Percentile of the total compensation market by an amount to match the 55th Percentile market.

E. **Salary Schedule B Salary Range: Police Sergeant Reduce from 13 steps to 10 steps**

Effective February 12, 2022, the Schedule B salary range for Police Sergeant will be reduced from 13 steps to 10 steps, using the same top salary step, establishing 3 percent between salary steps, except creating a new entry salary step that is 4.7% below the new step B.

F. Reopener Provision.

The City may reopen this contract if the following occurs:

1. The City loses the ability to collect, levy or transfer to the general fund, lighting and landscape assessments or the four percent (4%) in-lieu fee from the City's various enterprise funds and the loss of these revenue sources exceeds $1m; or

2. The Roseville voters by local ballot initiative approve the elimination or reduction of a revenue currently being levied or collected in the amount listed above.

The City and RPOA shall mutually agree to the manner in which reductions in expenditures are obtained to balance the City's General Fund. Any negotiation and implementation period shall not exceed sixty (60) calendar days.

The City will meet and confer over any impacts proposed due to a revenue loss. The City will also work closely with RPOA to mitigate the impacts of these revenue losses.

In the event the City's other revenues increase or exceed the amount of any lost revenue, levy or transfer to the General Fund, the City shall not reopen the MOU.

G. Effective the first full pay period in January 2016 or upon approval by the Council whichever is latest, all employees hired prior to the first pay period after City Council approval will remain on the current salary schedule (A) in Appendix G for all listed classifications. All such employees will continue on this salary schedule when promoted or transferred to other classifications.

H. Effective the first full pay period in January 2016 or upon approval by the Council whichever is latest, the City will create a second salary schedule (B) in Appendix G which will apply to new hires for all listed classifications in the bargaining unit. For purposes of this provision, any employee who was initially hired prior to the first pay period after City Council approval that had a break in City service and was rehired after the first pay period after City Council approval will be deemed a newly hired employee under this provision.

ARTICLE II. DIFFERENTIAL/TRAINING PAY

Any employee designated in writing to provide formalized training to a new employee (to orient or train) shall receive a five percent (5%) differential in salary. Formalized training programs must be established in order for an employee to be eligible for the training differential pay. In-service training does not qualify for the training differential pay.

The following parameters apply to qualifying for the differential/training pay:

Primary Field Training Officers (FTOs):

Eight Primary Field Training Officers will be identified through an interview process. Primary FTOs will receive the differential/training pay even when they are not assigned a trainee. Primary FTOs are subject to the following parameters:

1) One FTO will be assigned to each Patrol Shift. One slot will be blocked out on each shift and assigned as a FTO position. Primary FTOs will bid for those shifts during the shift bid process based on their Department seniority.
2) Primary FTOs will be evaluated by the FTO Lieutenant/Sergeant once each year for continued participation as a Primary FTO. If the evaluation determines the Primary FTO is no longer meeting the requirements of the position, the FTO Lieutenant/Sergeant may recommend to the Chief of Police that the FTO be removed from the Primary role and either reassigned as a Secondary FTO or removed from the training program. Participation as a primary FTO will be at the discretion of the Chief of Police. This evaluation period will take place in advance of the shift bidding process so staff may bid for their shift appropriately.
3) Considerations will be given to a candidate's role as a Secondary FTO when filling any open Primary FTO positions.

Secondary Field Training Officers:

Secondary FTOs will be identified through an interview process as deemed necessary to fill training needs of the Department. Secondary FTOs will receive the differential/training pay for all hours worked when assigned a trainee.

Academy Field Training Officers:

Training Officers assigned to monitor trainees in the Police Academy shall receive the differential/training pay for the duration of the academy assignment. If the Training Officer is already receiving the differential/training pay for a Primary or Secondary Field Training Officer assignment and is assigned to monitor academy trainees, they only receive the differential/training pay for one assignment.

ARTICLE III. EDUCATIONAL INCENTIVE

A. The following employees shall receive the following noncumulative monthly educational incentive payments in consideration of the prescribed standards of educational achievement as indicated below:

Police Officer or Police Sergeant - AA Degree from an accedited college or university or POST Intermediate Certificate: five percent (5%) of base pay.

Police Officer or Police Sergeant - BA degree from an accedited college or university or POST Advanced Certificate: twelve and one-half percent (12.5%) of base pay.

For the purposes of defining achievement of a certificate, submission of the signed certificate application to California POST shall constitute proof.

B. Educational incentive pay shall not be computed for payroll purposes such that the payment results in a supplement to base salary compensation, particularly where it would have a compounding wage effect upon overtime and acting assignment compensation. Rather, educational incentive payments shall be included in bi-weekly payrolls and shall constitute a form of compensation separate and apart from any other form of compensation.

C. Employees may not receive educational pay for both an AA degree/POST Intermediate Certificate and a BA/BS degree/POST Advanced Certificate; they are not cumulative payments and only one or the other qualifies for payment.

ARTICLE IV. SERVICE TERM BONUS

1. In recognition of the substantial contribution to the community made by employees as a result of the length of their aggregate City service, the City shall annually award each applicable employee hired prior to the first pay period after City Council approval, a service term bonus pay as indicated below.

Service Term	Service Term Bonus
Beginning of 10th year to completion of 14th year	2.5% of base salary
Beginning of 15th year and every year thereafter	5.0% of base salary

The Service Term Bonus shall not exceed five percent (5.0%).

Service term pay shall be included on each eligible employee's bi-weekly payroll.

The service term pay is to be considered as part of an employee's total compensation. The maximum cost of the service term pay shall be used when calculating total compensation for the purpose of comparing salaries and benefits of the City to other benchmark agencies.

2. Employees hired on or after January 1, 2016, who receive a satisfactory or above annual performance review shall receive an annual lump sum performance bonus as follows:

Service Term	Performance Bonus
Beginning of 10th year to completion of 14th year	2.5% of the annual base salary
Beginning of 15th year and every year thereafter	5.0% of the annual base salary

The annual lump sum performance bonus shall be paid with the first full pay check in January each year based upon the base salary paid during the first full pay period in the previous November of each year.

ARTICLE V. COURT APPEARANCE

A. Standby

Employees who are off duty (excluding sick leave days off or Workers' Compensation leave) awaiting court appearance and such appearance is cancelled by the court, shall receive standby pay of two (2) hours pay at their overtime rate. In the event the employee is notified of the cancelled court appearance prior to the end of their last regularly scheduled shift, the employee shall not be entitled to any standby pay. If an employee is scheduled to appear in court within two (2) hours of the time he/she is to report for duty and the appearance is cancelled, the employee will receive standby pay only up to the time he/she is to report for duty. In no way will the employee's eligibility for standby pay and actual work hours overlap. For multiple same day subpoenas, an employee is entitled to receive standby pay in accordance with this Article when the employee has subpoenas for the morning (0800-1200 hours) and afternoon (1300-1700 hours) and when one or both are cancelled. Standby shall be paid for both subpoenas so long as appearance times do not overlap unless the employee is notified prior to 1230 hours in reference to any cancellation of the afternoon subpoena.

The required notification for this provision shall be one of the following:

1. Notice in person or by telephone to the employee including messages left on telephone recorders or answering devices at the employee's place of residence.

2. Voice mail delivered thirty (30) minutes prior to the end of the employee’s last regularly scheduled shift.

B. Off Duty

Employees who are off duty and are required to make a court appearance shall be entitled to a minimum of four (4) hours of overtime pay for court appearances plus thirty (30) minutes of travel time for appearances outside of Roseville. Employees who begin a regular or other work shift within four (4) hours of their required court appearance time will be compensated hour-for-hour for time spent in court prior to the beginning of their work shift. If, during the four (4) hours an employee is required to report to a regular or other work shift, the court pay will terminate. In no way will court time pay overlap with a regular or other work shift. If the court schedules an employee for a second appearance on a subpoena, the employee will receive hour-for-hour pay on the second appearance as long as the court time does not fall within the employees regular work schedule. For multiple same day subpoenas, an employee shall receive four (4) hours of compensation for an a.m. appearance and an additional four (4) hours of compensation for a p.m. appearance so long as court is not cancelled and the court time does not overlap with the employee’s regular work schedule. Finally, where there is a separation between the conclusion of the court appearance and the beginning of an employee’s regular shift, the employee shall be eligible for four (4) hours of compensation.

C. Employees attending court shall not be compensated for the lunch recess.

D. Employees shall not be eligible for meal reimbursement during or for court appearances except in the case when a court appearance occurs on an employee's day off and the appearance is continued through the court lunch break. In this case the employee shall be reimbursed for the actual cost of the meal not to exceed ten dollars ($10.00). Each reimbursement request must be accompanied by a receipt.

E. Employees who are scheduled for, and participate in, DMV telephone hearings outside of their scheduled workshift shall receive two (2) hours of compensation at the overtime rate. DMV hearing pay shall terminate when the hearing overlaps into the employee's scheduled workshift.

ARTICLE VI. OVERTIME

A. Overtime work may be required of any employee in order to meet special or unusual needs of service beneficial to the City and community. However, no employee may be required to work overtime during any scheduled work week in which he/she is on unpaid status due to disciplinary action. Overtime is defined as the number of hours worked in excess of the normal weekly schedule of work hours as illustrated below:

Employee Work Schedule	Overtime
Eight hours per day, five days per week	Over forty hours in a week (5/8 plan)
Ten hours per day, four days per week	Over forty hours in a week (4/10 plan)
Flex-time approved by the City Manager in writing	Over the prescribed hours per week

Workers' Compensation leave hours are not to be considered to be hours worked for overtime purposes.

B. Incidental overtime, defined here as less than eight (8) minutes nonrecurrent extension of the workday/shift, is not compensable in any form.

C. Overtime shall be compensable in increments of fifteen (15) minutes.

D. Overtime shall be compensable at the rate of one and one-half (1 ½) times the employee's base hourly rate.

E. Shift Extension. If an employee is called to work early or is worked beyond his/her normal work shift, compensation for overtime shall be calculated in accordance with Subsection C of this section.

F. Shift Change:

To qualify for the below provisions, a shift change must result in less than twenty-four (24) consecutive hours off. Shift changes which exceed twenty-four (24) hours off and shift changes for purposes of training, or the transfer of probationary employees enrolled in the field training program shall not be eligible under this provision.

5/8 Schedule: Employees required to work more than five (5) consecutive shifts as a result of a shift change shall receive overtime on the sixth and succeeding consecutive shifts worked.

4/10 Schedule: Employees required to work more than four (4) consecutive shifts as a result of a shift change shall receive overtime on the fifth and succeeding consecutive shifts worked.

11 Hour Schedule:
Employees required to work more than four (4) consecutive shifts during their eleven (11) hour shift week as a result of a shift change shall receive overtime on the fifth and succeeding consecutive shifts worked.

G. Compensatory Time Off (CTO). Compensatory time off shall be governed as follows:

1. Regular and probationary employees may accrue compensation time off in lieu of overtime pay. The accrual rate for compensatory time off shall be one and one-half (1 ½) hours for each hour of compensatory time worked.

2. Once an employee has been credited with compensatory time off, the employee shall either take the CTO or shall be paid for all hours accrued. Employees requesting payment for accrued CTO hours shall be paid by the next full pay period from the date requested.

3. Upon separation the employee will be paid at the employee's current hourly rate or average of last three (3) years whichever is higher for the remaining compensatory balance.

4. Maximum accumulation of compensatory time shall be reduced as follows:

   a. Effective January 1, 2019, the maximum accumulation of CTO shall be two hundred and forty (20) hours;
   b. Effective January 1, 2020, the maximum accumulation of CTO shall be two hundred (200) hour; and
   c. Effective January 1, 2021, the maximum accumulation of CTO shall be one hundred and sixty (160) hours.
   d. Employees with CTO balances above the maximum cap on January 1, 2019 shall be allowed to maintain said balances but shall not be allowed to accrue additional CTO hours until their balance drops below the cap identified above that respective year.
   e. Employees at or below a CTO balance of 200 on January 1, 2019 shall be covered under subsection 4b of this Article and shall be capped at 200 hours. Employees at or below a CTO balance of 160 on January 1, 2019 shall be covered under subsection 4c of this Article and shall be capped at 160 hours.

5. The City and Department agree that an employee's CTO request will generally be granted, unless granting the CTO would provide undue disruption to operation of the Department as determined by the Chief of Police or designee, including if it would result in below recommended minimum staffing levels on any shift. If the CTO request is for less than forty (40) hours and the employee provides at least fourteen (14) days' notice for the request, the Department agrees to grant CTO leave on the specific date requested even where backfilling on overtime is required unless granting the CTO would provide an undue disruption to operation of the Department as specified herein. If the CTO request is for more than forty (40) hours and the employee provides at least twenty-eight (28) days' notice for the request, the Department agrees to grant CTO leave on the specific date requested even where backfilling on overtime is required unless granting the CTO would provide an undue disruption to operation of the Department as specified herein.

   a. Each shift shall be treated and considered separately.

   b. Granting the CTO shift, as set forth in subparagraph 1, shall apply to requests issued after shift bidding. Requests for CTO leave prior to shift bidding shall be granted at the discretion of the Chief of Police or designee.

c. The employee requesting the use of CTO shall generally be notified as to whether the request has been granted by the end of his/her shift, or within a reasonable amount time thereafter. If an employee requests to use CTO on multiple shifts where other circumstances delay the Department's ability to grant or deny the request immediately, the Department shall notify the officer of whether the request is granted within a reasonable amount of time.

If within one year of employee's request, the time off has not been granted, the City shall cash-out the amount of the CTO requested.

d. Supervisors may grant CTO requests at their discretion where granting the leave may require the Department to backfill for overtime.

e. The Department agrees to grant CTO leave on the specific date requested even where backfilling on overtime is required, if the Department is unable to grant the employee CTO leave within fourteen (14) calendar days of the date the leave is requested. If the CTO request is for more than forty (40) hours, the number of calendar days to provide alternative leave dates shall be extended by twenty-eight (28) days for each additional block of forty (40) hours.

H. Employees assigned to shift work whose regular work schedule requires work on a holiday shall be compensated at their straight time hourly base rate of pay for performance of work on holidays. Compensation for holidays worked for such employees shall be as set forth in this Agreement.

I. Employees who are entitled to take holidays off work as holidays occur, and who are required to work on a holiday when they would otherwise observe the holiday off, shall be compensated by either of the following methods, the choice of which shall be made by the employee's supervisor in advance of such work:

1. If an employee works the holiday and does not receive any other scheduled work day off in lieu of working the holiday, the employee shall be compensated at the rate of regular pay plus time and-one half the employee's base hourly rate (for the actual number of hours worked on the holiday).

2. If an employee works the holiday and receives another scheduled work day off in lieu of working the holiday, the employee shall be compensated at the rate of time and one-half the employee's base hourly rate for the actual number of hours worked on the holiday. Under this option, the employee must be given another scheduled work day off within the period of five (5) working days after the worked holiday with corresponding notations upon appropriate payroll reports.

ARTICLE VII. STANDBY

The City agrees to the following standby provision concerning represented employees.

A. Standby assignments for all employees, except those in the classification of Crime Suppression Sergeant, will be made on a weekly basis. Police Officers and Police Sergeants assigned to a weekly standby (Saturday through Friday) will be compensated at a rate of eleven (11) hours straight time pay per week. Employees in the classification of Crime Suppression Sergeant will be on standby throughout the year and will receive 5 (five) hours of straight time pay per pay period.

B. Such payment shall be in addition to the overtime payments, which may be payable for call backs, pursuant to City Personnel Rules and Regulations. An employee on standby may be authorized to take a City vehicle home, provided the employee lives within the area bounded by heavy black lines on the attached map (Appendix "X").

C. Employees shall be provided a communication device when assigned to standby.

D. Employees are expected to respond to call backs as soon as possible but minimally within one (1) hour of notification.

E. The department shall make standby assignments voluntary whenever practical.

F. The City reserves the right to schedule standby as needed.

ARTICLE VIII. CALL BACK

Pursuant to Sections 3.12.040 of the City's Personnel Rules call back shall be governed as follows:

All regular and probationary employees are entitled to a minimum call back pay of two (2) hours at the appropriate overtime rate when said employee is required to return to work after leaving the work site at the end of their scheduled work shift or required to return to work on their scheduled day off. This provision does not apply when (i) employees are required to work beyond their normal work day/shift without having been called to return to work or (ii) when an employee is called in to work prior to the start of their work shift and the employee continues to work into their normal shift without having been released to go home.

ARTICLE IX. TAKE HOME VEHICLE

Employees who live within the boundaries of the attached map and are subject to off-duty call outs as determined by the chief of police may take home a city vehicle (Appendix “X”).

ARTICLE X. WORK OUT OF CLASS

Pursuant to Roseville Municipal Code, Section 3.07.080, no employee shall be required to perform duties which are not closely related both in kind of work and in level of responsibility to duties formerly assigned to positions in the class, except on a short-term, temporary, or emergency basis. However, if a supervisor assigns an employee to work out of class for four (4) hours or more per day, or one-half shift or more, the employee shall be paid the salary appropriate to that class for the entire day or the entire shift. If an employee is required to work out of class for a substantial period of time, request should be made by the department head either for reallocation of the existing position or for temporary appointment to a position in a more appropriate class. No request for reallocation or temporary appointment shall be considered, however, in situations where work assignment is less than one (1) calendar month's duration.

Compensation shall be five percent (5%) more than the employee’s current salary rate in the lower class.

For employees assigned to management classifications, the compensation shall be ten percent (10%) more than the employee’s current salary rate in the lower class. In the event that the top step in the higher range is less than ten percent (10%), the employee will be compensated at the top step of the higher class.

Temporary Acting Pay

An employee temporarily assigned in writing to an acting position in a classification with a higher salary range shall be compensated for the duration of the acting assignment by the payment of ten percent (10%) of the regular salary the employee received prior to the acting assignment, or the salary provided for in Step A of the higher classification, whichever is greater, but not to exceed top step of the higher classification for all time worked and any leave time paid. The higher classified position must be temporarily vacant due to a long-term absence of the incumbent or pending the filling of a vacant position. The temporary acting pay assignment shall be for a minimum of two full-time pay periods and limited to one year. Authorization for a temporary acting assignment must be given by the employee’s supervisor and,

except under emergency circumstances, requires advance approval of the department head, Human Resources Director and City Manager.

ARTICLE XI. MOTORCYCLE ASSIGNMENT

During the period in which an employee is assigned to operate a motor driven cycle as a part of the employee's regular duties, said employee shall be permitted to drive such vehicle home, provided the employee's residence is located within the boundaries as contained in Appendix "X".

ARTICLE XII. BILINGUAL PAY

Employees who are certified by the Human Resources Department as Spanish or Russian speaking will be paid $100.00 per month ($46.15 bi-weekly). At the discretion of the Department Head and upon certification by the Human Resources Department, employees may be compensated $100.00 per month for other languages used during the course of employment. However, $100 per month bilingual pay is the maximum amount an employee may receive no matter how many languages he/she is certified to speak.

ARTICLE XIII. CANINE OFFICER

A. For a City owned canine certified for duty use, the City shall provide food, special food supplements and equipment as outlined in the Canine Operations Manual.

B. The City shall obtain a health plan policy for the dog and shall be responsible for the premium. The health plan selected shall be at the sole selection of the City.

C. The canine handler will receive seven (7) hours of overtime pay per pay period for the care and training of the dog. Time in excess of seven (7) hours per pay period will not be compensated. Compensation for time worked pursuant to this care may be taken in pay or CTO.

ARTICLE XIV. PAYROLL ERRORS

A. In the event an error has been made in the payment of an employee's compensation (which may include, but is not limited to salary, overtime, payment or leave accruals), balances, or usages, City shall, for purposes of future compensation adjust such compensation to the correct amount, giving written notice to employee.

B. In the event an employee received an overpayment or underpayment of wages, the City will provide documentation to the employee on the amount of overpayment or underpayment. Upon the written mutual agreement, between the City and the employee, one of the following methods may be selected:

1. Lump sum payment by employee or employer;

2. One-time deduction from usable vacation, compensatory time off (CTO), or holiday leave balances equivalent to the overpayment at the employee's current hourly rate;

3. A repayment schedule through payroll adjustment; and/or

4. Other means, as may be mutually agreed to between the parties.

C. Action to enforce repayment of an overpayment, or to correct an underpayment, shall be limited to a period beginning on the first day of the city pay period three (3) years prior to the date that either the City or the employee gives written notice to the other that a payment error has occurred.

ARTICLE XV. RECRUITMENT INCENTIVE

Regular employees are eligible to receive a recruitment incentive in the event that the Human Resources Director determines that a new lateral Police Officer or Police Academy Graduate was successfully recruited into City employment by a current eligible employee. To be eligible for the incentive, a current employee must be designated by the new employee as the person who recruited him/her to City service. This designation shall be completed in writing via a form prescribed by the Human Resources Director on or about the date the employee is processed into City employment by the Human Resources Department. One incentive is available per new employee and may not be divided among multiple current employees.

The City shall provide a one-time lump sum payment or allocation of vacation leave hours to the eligible employee upon successful completion of each phase of the new employee's hire, training and probationary period, as follows:

Phase 1: Upon hire of the new lateral Police Officer or Police Academy Graduate, the eligible employee can elect to receive an incentive of either a lump sum payment of $250 or 6.25 hours of vacation leave (the selected incentive shall also apply to Phase 2 and Phase 3);

Phase 2: Upon successful completion of the FTO Program by the new lateral Police Officer or Police Academy Graduate, the eligible employee will receive the selected incentive a second time; and

Phase 3: Upon successful completion of the new lateral Police Officer's or Police Academy Graduate's probation period, the eligible employee will receive the selected incentive a third time.

The Recruitment Incentive Program is a pilot program and shall be reviewed annually for its effectiveness in recruiting quality police officers to the City of Roseville Police Department. This program may be discontinued at the discretion of the City Manager upon thirty days' notice to employees, without any requirement to meet and confer.

Any disputes regarding the eligibility of an employee for the recruitment incentive shall be resolved by Chief of Police. This Article shall not be grievable.

ARTICLE XVI. GRAVEYARD SHIFT DIFFERENTIAL

a. Employees regularly assigned to work graveyard shift (i.e. 5 or more contiguous hours) shall receive a shift differential of 5% of base pay for all hours worked.
b. Employees assigned to work swing shift shall receive a shift differential of 2.5% of base pay for all hours worked, and this excludes employees on the relief shift.
c. Any employee assigned to work the full graveyard or swing shift shall be eligible to receive the appropriate shift differential.
d. This is not intended to be paid to employees who work partial hours in these shifts, however, leave time does not preclude shift pay.

ARTICLE XVII. MERIT STEP INCREASE WHEN HIRED AT SALARY STEP A

This section supersedes Personnel Rule 3.11.030 C (1) only where salary Step A is paid upon initial employment, the employee shall become eligible for advancement to Step B upon their anniversary date, based on demonstrated satisfactory job progress and normal increased productivity. No salary step advancement shall be granted unless recommended by the department head and approved by the City Manager.

CHAPTER 3. LEAVES

ARTICLE I. HOLIDAYS

A. Non-shift employees who are allowed to take holidays off shall receive holidays as provided below:

1. The following holidays shall be observed by the City with respect to all employees, except shift employees. For purposes of this section, shift employees (otherwise known as "shift workers") are those employees who are not allowed to take holidays off as they fall.

   a) January 1st (New Year's Day)
   b) The third Monday in January (Martin Luther King's Birthday)
   c) The third Monday in February (Washington's Birthday)
   d) The last Monday in May (Memorial Day)
   e) July 4th (Independence Day)
   f) The first Monday in September (Labor Day)
   h) November 11th (Veteran's Day)
   i) The day in November appointed by the President of the United States as Thanksgiving Day
   j) The day immediately following Thanksgiving Day
   k) December 25th (Christmas)
   l) Sixteen (16) hours floating holiday to be taken any time during the fiscal year by employees who have completed at least six (6) months probationary service (pro-rated for part-time regular employees). The number of floating holiday hours to be credited to a new employee hired after July 1st shall be pro-rated based on the number of full months employed during that year. Employees unable to complete six (6) months of probationary service prior to June 30th shall not accrue or be eligible for any floating holidays that year. The employees and the employees' supervisors shall jointly determine a convenient date.

2. If January 1st, July 4th, November 11th, or December 25th falls on a Saturday, the preceding Friday shall be a holiday; if any such day falls on a Sunday, then the following Monday shall be a holiday. If a holiday occurs on the employee's first normal day off, the employee shall take the preceding day as the holiday; however, if the holiday occurs on the employee's second consecutive normal day off, the employee shall take the following day as the holiday. This policy shall be adhered to where practical and may be modified only by written consent to other conditions by the department head.

B. Shift employees who are not allowed to take holidays off as they fall (including detectives) shall receive one hundred and ten (110) holiday hours to be credited in advance on January 1st of each year. Employees may submit a request at any time after January 1st for a one-time lump sum of up to fifty five (55) hours' holiday pay prior to taking time off at straight salary. At any time after July 1, employees may submit a request for a one-time lump sum of up to fifty five (55) hours holiday pay prior to taking time off at straight salary. All accrued and unused holiday hours will be paid off at the end of the calendar year (December 31st).

1. All holiday time off is subject to advance approval of the first level management supervisor and department head. Employees must request holiday time off at least seven (7) workdays prior to the requested holiday.

2. Upon separation from service, if an employee has taken more holidays in advance than have been earned during the fiscal year, the City shall deduct an equivalent amount of pay for the holidays taken or paid in advance from the employee's final paycheck, or such amount shall otherwise be owed to the City by the employee.

Upon separation from service, if an employee has an accrued holiday leave balance, said employee shall be paid for all earned hours at their final rate of pay.

For purposes of holiday accrual under Section B.1 and B.2, holiday hours will be calculated based on the number of calendar days the employee worked in a calendar year.

C. The determination of whether an employee is categorized as able to take holidays (non-shift employees) or scheduled to work holidays (shift employees) for the purpose of holidays shall be based upon the employee's assignment as of January 1st of each year.

ARTICLE II. MILITARY

A. Employees obligated to serve involuntary periods of active military duty shall be compensated for normal work hours and days or shifts during such absence from work, up to a maximum of thirty (30) calendar days in any calendar year.

B. Employees exercising this provision of military leave will be required to submit properly documented evidence of their call to active duty within ten (10) calendar days prior to such military duty. Such documentation must be submitted through the department head to the Human Resources Director.

ARTICLE III. JURY DUTY

A. Employees who have been summoned or subsequently selected to serve on a jury shall receive their regular rate of compensation by the City for normal work hours and days or shifts during such absence from work, provided the employee endorses to the City that compensation received by the employee for jury duty service. No compensation will be made for jury duty served on days off. Jury duty is not considered time worked for overtime purposes.

B. An employee who is empaneled on jury duty and normally works a night shift will be changed to the day shift for those days required to be on jury duty. If the jury is empaneled for less than eight (8) hours, the employee must report to work for the balance of the shift.

C. Employees will be allowed to retain any mileage compensation granted to them by the respective court jurisdiction to which they were summoned or selected for jury duty.

D. Employees summoned to jury duty must provide evidence of such summons and subsequent jury duty days away from work through their respective department heads to the Human Resources Director.

E. Employees compensated by the summoning court jurisdiction for jury duty shall endorse such payments to the City in the same pay period the payment is received by the employee, in order to receive full City compensation as prescribed in Subsection "A". This payment endorsement is to be forwarded directly to the Finance Director by the employee.

ARTICLE IV. VACATION

This change shall be effective the first full pay period after the City Council approves the Personnel Rules.

3.12.060 Vacation leave

The purpose of vacation leave is to provide eligible employees the opportunity to take paid time off from their job responsibilities in order to maintain a high standard of mental, emotional and physical conditioning.

A. Eligibility. All full-time and part-time employees in the classified service and unclassified service as defined in Section 3.01.050(B)(1) shall be entitled to annual vacation leave with pay. Each employee will earn and accrue vacation hours pursuant to the accrual schedule as noted in Section B. Exceptions to this provision shall only be granted in unusual circumstances substantiated by the department head in a recommendation to the City Manager, who may approve or disapprove such variances.

B. Accrual. Unless specified in applicable labor agreements, each full-time eligible employee identified in subsection A shall earn and accrue vacation leave, subject to the conditions stated in this section, with pay as follows:

Service Category	Biweekly Accrual	Days/Year Equivalent	Max. Hours Accrual
New employee to completion/4th year	3.693/hr	12 days (96 hours)	192
Start of 5th year to completion/9th year	4.307/hr	14 days (112 hours)	240
Start of 10th year to completion/14th year	4.923/hr	16 days (128 hours)	272
Start of 15th year to completion/19th year	5.538/hr	18 days (144 hours)	304
Start of 20th year and succeeding years	6.153/hr	20 days (160 hours)	336

1. Employees working a part-time schedule will accrue vacation hours on a prorated basis, in proportion to the full-time equivalent (FTE).

2. As noted in Section A of this section, new employees shall earn vacation at the biweekly rate shown above, commencing on the date of hire., Eligible employees shall advance to the next higher rate of accrual upon completion of the maximum number of years at the lower accrual rate, and shall begin to accrue at the higher rate at the start of their qualifying year.

3. Except as provided in Section B, an employee's maximum accrual of vacation hours may not exceed the employee's annual accrual rate as specified above and an employee will stop earning and accruing vacation hours while the employee's accrual remains at the maximum allowed under this Section B.. This maximum level is monitored at the employee's hire anniversary date. If accrued hours exceed such amount as of the hire anniversary date, vacation accrual will be suspended until the balance is brought below the maximum accrual amount.

4. If the accrued amount exceeds specified limits, the employee shall take leave for the excess number of vacation hours or, if the department head determines that operational necessity will not permit taking such leave, the employee may be paid the straight time hourly equivalent for not more than twenty (20) hours. Additionally, the maximum vacation hours an employee may accrue will be extended when an employee is on disability leave, jury duty, or military leave as provided in these rules. The employee shall be allowed to liquidate such excess accrual within thirty (30) calendar days following return to duty, by means of taking such leave time or receiving straight time hourly equivalent compensation for not more than twenty (20) hours of vacation.

C. Use. An employee may elect to take all or part of earned vacation, or may carry over to the next service year all or part of earned vacation as approved by the department head and consistent with the provisions of Section B of this section. However, the dates and amount of vacation selected by the employee shall be subject to approval of the employee's supervisor. Vacation leave shall generally be taken in minimum increments of one full workday/work shift, except that unusual, emergency, necessary and infrequent use of vacation leave may be granted in one hour increments. Employees must request vacation leave at least seven (7) workdays prior to the desired start of vacation leave. Under unusual or personal emergency circumstances, employees may request and supervisors may consider the approval of vacation leave with fewer than seven (7) working days' notice. In the event it becomes necessary to call an employee back to work from a scheduled vacation, the employee shall be credited with the unused vacation hours and shall have the opportunity to take such remaining vacation leave at a time of the employee's choosing and the supervisor's approval.

D. Holidays Within Vacation Leave. Except for shift personnel in police, fire and the water/wastewater and power plants, holidays which occur during a scheduled vacation period shall be counted as a holiday. Employees may request in advance that they extend their vacation leave by the number of holidays occurring within their scheduled leave, or they may request fewer vacation hours which, together with the holiday(s), will comprise the total time period of their scheduled leave.

ARTICLE V. MODIFIED DUTY

Pursuant to Administrative Regulation 2.17, employees are expected to comply with the referenced policy. During the term of the MOU, the City will not change the terms of AR 2.17 as they relate to RPOA without agreement on all changes from the RPOA.

ARTICLE VI. SICK LEAVE

Sick leave provisions shall be governed pursuant to Roseville Municipal Code Section 3.12.070. It is understood that this section may not be amended without first meeting and conferring in accordance with Government Code 3500 et seq.

A. General

The objective of this section is to provide methods of furthering the health and general welfare of City employees, as well as ensuring maximum and reasonable job attendance. Sick leave should not be viewed as a right to be used at the employee's discretion, rather it is a privilege of paid time away from work duties in the event of one of the following circumstances:

1. Actual illness or injury of the employee that occurred away from the job setting, except where such injury/illness occurred in connection with off-duty(outside) employment;

2. The employee's exposure to a contagious disease;

3. Medical or dental appointments of employee, or employee's immediate family members, when such appointments cannot be arranged during off-duty hours, and when the employee's immediate family member is incapable of independently attending such appointments;

4. Where the employee's medical attention to an immediate family member is required. Immediate family member is defined as the employee's mother, father, husband, wife, son, daughter, or any person living in the employee's immediate household;

5. Emergency leave due to the death or imminent death of family members.

B. Accrual/Use

Sick leave is accrued by all regular employees on the basis of bi-weekly payrolls. On each day following completion of one (1) month of continuous service, eligible full-time employees shall receive credit for eight (8) hours or one-half of a twenty-four (24) hour shift leave with pay, the total of which shall not exceed twelve (12) days or six (6) shifts in any twelve (12) month period. Sick leave may be used for those purposes listed above. Employees on a modified schedule work assignment shall accrue sick leave on a pro rata basis of hours worked. Maximum accumulation of sick leave shall be unlimited. Employees may be granted sick leave in minimum units of one-half (1/2) hour for those reasons specified in Subsection "A" of this section, provided that such time has been earned. Department heads may require probationary employees to support each incident of sick leave use by verification of an attending physician's statement of bona fide injury/illness. Employees shall not use sick leave for disabilities determined to be job-related, except as provided for in Roseville Municipal Code Section 3.12.100, nor shall employees be allowed to use sick leave for the sole purpose of utilizing such accrued time prior to separation from service.

C. Illness/Injury During Vacation

An employee who becomes ill or injured while on vacation may have such period of illness/injury charged to the employee's accumulated sick leave rather than vacation, provided that: immediately upon return to duty, the employee submits to the department head a written request for sick leave, accompanied by a signed statement from the employee's attending physician describing the disabling nature and dates of such illness/injury.

D. Holidays During Sick Leave or Disability

Observed holiday occurring during sick leave shall not be counted as a day of sick leave or disability, but shall be regarded as the taking of a holiday.

E. Funeral and Bereavement Leave

All regular employees may be granted a maximum of sixty-four (64) hours of sick leave for each such instance to:

1. Attend the funeral of an immediate family member, grandparents, grandchildren, or in-laws.

2. Deal with matters related to the death, or critical illness where death appears imminent of any member of the employee's immediate family.

Requests for funeral and bereavement leave shall be evaluated by the employee's department head to determine the appropriate amount of leave to be granted in each instance.

F. Payment for Unused Sick Leave Upon Retirement

Payment for unused sick leave is authorized by the City as a means of rewarding employees who have made conscientious efforts to maximize their attendance on the job.

1. Non-probationary employees in the classified service, shall be entitledpayment for sick leave accrued (not pro rata) up to their retirement. However, employees whose separation is caused by dismissal shall not be entitled to payment for unused sick leave.

2. No more than the maximum sick leave amount listed in the tables below may be used in ascertaining the amount of time for which the employee will be compensated at time of retirement.

Employees will receive payment for unused sick leave as follows:

Leave Hours Accumulated	Percent of Compensation Given
1200 to 1600	70%
956 to 1199.99	60%
764 to 955.99	50%
572 to 763.99	40%
380 to 571.99	30%
188 to 379.99	20%
0 to 187.99	0%

3. In the event of a job-related death, the beneficiary of the employee, as shown on the records of the Public Employees' Retirement System, shall be paid one hundred percent (100%) of the employee's unused sick leave balance at the time of his/her death.

4. In the event of a non-job-related death, the beneficiary of the employee as described above shall be paid for one hundred percent (100%) of the employee's unused sick leave at the time of his or her death up to a maximum of 1200 hours of accumulated sick leave.

5. Sick Leave Pay Out Upon Retirement. Any sick leave balances remaining after payment pursuant to subsection N shall be converted to PERS service credit.

ARTICLE VII. CATASTROPHIC LEAVE

Pursuant to City Personnel Rules Section 3.12.065, pertaining to Catastrophic Leave.

The City has an interest in making revisions to the catastrophic leave program/policy and will meet and confer over forthcoming City proposed revisions.

ARTICLE VIII. DISABILITY LEAVE

Employees may be granted paid disability leave, based on the following circumstances, terms and conditions. The purpose of providing these programs of paid disability leave is to ensure that employees have reasonable and equitable provisions concerning their job and economic security.

A. Work related temporary disability. If a regular employee, other than those entitled to benefits under Section 4850 et seq. of the California Labor Code, is temporarily disabled by injury or illness arising out of and in the course of performing assigned job duties, the employee shall become entitled to a leave of absence while so disabled without loss of salary, less workers' compensation disability payments, for up to seventy-five (75) calendar days, commencing upon the first calendar day after the injured employee leaves work as a result of the injury.

B. Following the initial seventy-five (75) days of temporary disability, an eligible employee may supplement their temporary disability payments with available leave balances (i.e., vacation, sick leave), until such balances are exhausted (up to twelve (12) months).

C. During the time of work related disability, an eligible employee will continue to accrue the normal leave, i.e., vacation, sick leave, until such time as their leave balances have been exhausted (up to twelve (12) months).

D. During the period of time of work related disability, the City will continue to contribute its share to the employee's health and dental plan until such time as all leave balances are exhausted (up to twelve (12) months).

E. Employees who are found to abuse or fraudulently use the privilege and benefits of the temporary disability program as prescribed above shall be subject to disciplinary action, including termination from City service. The employee exercising these temporary disability provisions shall be required to provide the department head and Human Resources Director with a copy of the attending physician's report, which shall contain a description of the nature and anticipate duration of the disability, and the employee shall keep the department head and Human Resources Director apprised of the medical condition at intervals prescribed by the Human Resources Director.

F. Employees subject to the provisions of Section 4850 et seq. of the California Labor Code shall not have any portion of their work related disability leave charged against accrued sick leave.

ARTICLE IX. PERSONAL LEAVE TIME

Each full-time employee in the RPOA unit who has completed his/her initial probationary period with the City shall be provided a bank of forty-five (45) hours of Personal Leave Time (PLT). Thereafter, employees shall be provided a bank of 45 hours of PLT on the first pay period of each calendar year. Part-time employees shall receive a pro-rated bank.

Use of PLT time shall be subject to the following:

A. PLT may be used by employees for time off on an hour for hour basis until the employee has exhausted the bank.

Use of PLT shall be subject to the operating needs of the City. The City may deny an employee time off on PLT if such release time will adversely impact the operating or staffing needs of a City department. Employees must request PLT time off at least seven (7) workdays prior to the start of the requested time off.

B. PLT shall have cash value and may be cashed out by the employee on an hour-for-hour basis at the employee's regular straight-time hourly rate of pay. Employees may cash out unused PLT in any regular pay period pursuant to procedures established by the City Human Resources Department.

C. Any PLT time remaining in an employee's PLT bank on the last pay period of the calendar year shall not roll over into the next calendar year. Such PLT time shall be cashed out by the City on an hour-for-hour basis at the employee's regular straight-time hourly rate of pay.

D. Employees who terminate employment with the City or leave the bargaining unit shall be cashed out at the rate of .86538 hours per week up to the balance of the employees PLT bank. If an employee terminates and has taken more PLT in advance than .86538 hours per week, the City shall deduct an equivalent amount of pay for the PLT. Any time cashed out will be paid on an hour-for hour basis at the employee's regular straight-time hourly rate of pay. Part-time employees will receive a pro-rated cash out of their bank.

E. Any employee hired after the 1st of the year shall be granted a prorated amount at .86538 hours per week for the remainder of the calendar year after completion of their probation. For example, if an employee is hired on July 1, the employee shall be granted 22.5 hours of PLT upon completion of probation.

ARTICLE X. LEAVE OF ABSENCE

Pursuant to City Personnel Rules Section 3.12.130, employees are entitled to unpaid leaves of absence. Examples of unpaid leaves of absence are: adoption of a child, pregnancy, childbirth and recovery therefrom, care for a newborn child, education, and as needed for other personal matters. The City shall make every effort to accommodate requested leaves of absence.

CHAPTER 4. RETIREMENT/INSURANCE

ARTICLE I. RETIREMENT

A. The City shall provide and maintain membership in the California Public Employees' Retirement System (CalPERS) for the benefit of eligible employees based on the following CalPERS definitions and contract provisions:

1. New Member means:
   i. A unit member who becomes a member of a public retirement system for the first time on or after January 1, 2013 and who was not a member of any other public retirement system prior to that date;

   ii. A unit member who becomes a member of a public retirement system for the first time on or after January 1, 2013 and who was a member of another public retirement system prior to that date, but who was not subject to reciprocity under Gov. Code §7522.02(c) and related CalPERS reciprocity requirements; or

   iii. A unit member who was an active member in a public retirement system with another employer and who, after a break in service of more than six (6) months, returns to active membership in CalPERS with the City.

2. Classic Member means: a unit member who entered into membership with a qualifying public retirement system on or before December 31, 2012 who does not meet the definition of "New Member" under Government Code §7522.04(f) and related CalPERS membership requirements. Status as a classic member shall be determined by CalPERS.

B. Retirement Benefits:

1. Retirement Plan for Employees Hired On or Before December 31, 2012, and Classic Members as Defined by CalPERS:

   Employees hired on or before December 31, 2012 shall receive the 3% at 50 retirement benefit. For purposes of determining a retirement benefit, final compensation for employees covered by Section B.1. shall mean the single highest year of compensation earnable.

   Each employee covered by Section B.1. shall pay through payroll deduction, 100% of the required bargaining unit member contribution, which is nine percent (9%).

2. Retirement Plan for Employees Hired On or After January 1, 2013, Who Are Not Classic Members:

   Employees hired on or after January 1, 2013 who are new members, as defined by CalPERS, shall receive the 2.7% at 57 benefit.

   For purposes of determining a retirement benefit, final compensation for unit members covered by Section B.2. shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service.

   As required by Government Code §7522.30, unit members covered by Section B.2. shall pay, through payroll deduction, fifty percent (50%) of the total normal cost of their retirement plan as determined annually by CalPERS.

3. In addition to the benefits listed above, the City contracts for the following optional benefits:*

    - Post Retirement Survivor Allowance
    - Optional Settlement 2W
    - 1959 Survivor Benefit Level 4
    - Special Death Benefit
    - Credit for Unused Sickleave
    - Two-percent (2%) Retirement COLA

4. Employee contributions shall be made in accordance with Section 414(h)(2) of the Internal Revenue Code wherein payment to CalPERS is made pretax, to the extent permitted by Internal Revenue Code, 26 USC Section 414(h)(2).

5. The costs of this benefit will be included when calculating total compensation and the survey agencies used for the salary comparisons shall remain the same as listed in Appendix "Z".

ARTICLE II. HEALTH AND WELFARE

A. Eligibility

Any regular employee working fifty percent (50%) or more of a full-time schedule shall be eligible to enroll in any health and welfare benefit provided by this Article and currently authorized by the RPOA bargaining unit. Regular part-time employees who are hired into a position funded as regular part-time after January 1, 2005, or current employees who laterally transfer or promote into a regular part-time allocated position, will receive a pro-rated amount toward their health and welfare contribution based on actual hours worked. The contribution amount will be based on the percentage of full-time the employee works. For example, employees working twenty (20) hours per week will receive fifty percent (50%) of the full-time contribution; employees working thirty (30) hours per week will receive seventy-five (75%) of the full-time contribution, etc.

B. Medical Insurance Benefits

The City contracts with the California Public Employees' Retirement System (CalPERS) for the purpose of providing employees and their eligible dependents with medical insurance benefits. The City's maximum monthly contribution for each eligible active employee shall be equal to the minimum employer contribution required under the Public Employees Medical and Hospital Care Act (PEMHCA).

C. Cafeteria Plan

1. The City shall provide a Cafeteria Plan, pursuant to Section 125 of the Internal Revenue Code or any related regulations, for the purpose of providing employees with access to various health and welfare benefits. Benefits available through the Cafeteria Plan include medical insurance, dental insurance, vision insurance and Long Term Disability (LTD) insurance.

2. Effective December 1, 2018, the City provides a Cafeteria Plan Allowance to all employees eligible to participate in City sponsored health and welfare benefits under Section A of this Article of up to $1,347 monthly (less the direct PEMHCA payment provided in paragraph B) for the term of the Agreement to offset medical, dental, vision and LTD premiums for represented employees.

3. Effective January 1, 2022 or the first of the full month following Council approval, whichever is later, the City provides a flex plan credit based on medical plan tier election (EE only, EE+1, Family) to be used by active employees for any benefit covered under the Cafeteria Plan, as follows:

Active Employee Medical Election Tier	Employee Only (EE Only)	Employee Plus One Dependent (EE+1)	Employee Plus Family (Family)
Flex Plan Credit	$200/month	$273/month	$598/month

4. Effective January 1, 2023, the City agrees to provide a flex plan credit based on medical plan tier election (EE only, EE+1 or Family) to be used by active employees for any benefit covered under the Cafeteria Plan, as follows:

Active Employee Medical Election Tier	Employee Only (EE Only)	Employee Plus One Dependent (EE+1)	Employee Plus Family (Family)
Flex Plan Credit	$200/month	$318/month	$673/month

5. Effective January 1, 2024, the City agrees to provide a flex plan credit based on medical plan tier election (EE only, EE+1 or Family) to be used by active employees for any benefit covered under the Cafeteria Plan, as follows:

Active Employee Medical Election Tier	Employee Only (EE Only)	Employee Plus One Dependent (EE+1)	Employee Plus Family (Family)
Flex Plan Credit	$200/month	$363/month	$748/month

6. Effective January 1, 2025, the City agrees to provide a flex plan credit based on medical plan tier election (EE only, EE+1 or Family) to be used by active employees for any benefit covered under the Cafeteria Plan, as follows:

Active Employee Medical Election Tier	Employee Only (EE Only)	Employee Plus One Dependent (EE+1)	Employee Plus Family (Family)
Flex Plan Credit	$200/month	$408/month	$823/month

7. Employees who elect not to participate in any of the medical, dental, vision or LTD insurance benefits sponsored by the City and who provide proof of other medical coverage will not receive any Cafeteria Plan Allowance under Section C(2) of this Article. Instead, employees who opt out of these City-sponsored benefits shall receive $150 per month reported as taxable income.

8. For employees whose current spouse or domestic partner was hired prior to January 1, 2019, they will have the following benefit, provided they are eligible pursuant to personnel rule or memorandum of understanding. Employee one may choose medical coverage. Employee two may apply the difference under this provision for out-of-pocket expenses from Employee one toward the cost of the medical coverage and shall not be eligible for the opt out provision in Section 4, above. The example below provides the model for the calculation of this provision on January 1, 2014:

Kaiser Plan (Family) Example:	$1,772
City Contribution	- $1,368
Out-of-pocket Cost to Employee	$ 404

In this example, the spouse or domestic partner opting out of the cafeteria plan would receive $404 per month. The amount of the out-of-pocket cost to employees may fluctuate due to medical premium and City contribution increases.

9. Any Cafeteria Plan Allowance provided for under Section C(2) of this Article can only be used by an employee to offset the cost of participation in City sponsored medical, dental, vision, and LTD insurance benefits for the employee and any eligible dependents.

D. The City shall continue its existing Section 125 plan. The City reserves the right to select the provider or self-administer this program and to set limits for medical reimbursement accounts.

E. The City shall provide a dental benefit to include two (2) preventative cleanings per year. Other details of the City's dental benefit are described in the evidence of coverage document. The City reserves the right to select any dental carrier.

F. The City shall provide a vision benefit. Details of the City's vision benefit are described in the evidence of coverage document. The City reserves the right to select any vision carrier. Open enrollment will be as described in the evidence of coverage document.

G. From time to time, the City will change benefit providers due to administrative, service, economic, or other reasons. Due to carrier policies and procedures and Department of Insurance requirements, there can be no guarantee that one policy will exactly mirror the preceding one. The City desires to provide a consistent benefit, and insofar as is possible benefits and language will be matched.

ARTICLE III. DEFERRED COMPENSATION

The City shall maintain a program of deferred compensation for employees listed in Appendix "E" . It is understood that the City is solely responsible for selection of the Deferred Compensation plan and plan administrator(s).

Effective the first full pay period in January of 2016, or upon approval by the City Council, whichever is latest, the City agrees to contribute one (1) percent of the base wages into the city sponsored deferred compensation plan for employees who have completed five (5) continuous years of regular employment with the City of Roseville.

Effective the first full pay period in January of 2017, the City agrees to contribute an additional one (1) percent for a total of 2% of the base wages into the city sponsored deferred compensation plan for employees who have completed five (5) continuous years of regular employment with the City of Roseville.

Effective the first full pay period in January 2018, the City agrees to contribute an additional one (1) percent for a total of 3% of the base wages into the city sponsored deferred compensation plan for employees who have completed five (5) continuous years of regular employment with the City of Roseville.

ARTICLE IV. EMPLOYEE ASSISTANCE PROGRAM

A. The City shall provide an Employee Assistance Program (EAP) for employees that includes up to six (6) visits a calendar year for each employee and each dependent family member and spouse.

B. From time to time, the City will change benefit providers due to administrative, service, economic or other reasons. Due to carrier policies and procedures and Department of Insurance requirements, there can be no guarantee that one policy will exactly mirror the preceding one. The City desires to provide a consistent benefit, and insofar as is possible, benefits and language will be matched.

ARTICLE V. LIFE INSURANCE

A. The City shall provide eligible employees with a fully paid life insurance program in the amount of twice the employee's annual salary in effect as of July 1 of each year. The City reserves the right to select the insurance provider.

B. From time to time, the City will change benefit providers due to administrative, service, economic or other reasons. Due to carrier policies and procedures and Department of Insurance requirements, there can be no guarantee that one policy will exactly mirror the preceding one. The City desires to provide a consistent benefit, and insofar as is possible, benefits and language will be matched.

ARTICLE VI. LONG TERM DISABILITY (LTD) INSURANCE

A. The City shall provide a Long Term Disability Program with a waiting period of sixty (60) calendar days; whereupon an eligible employee shall be entitled to receive sixty percent (60%) of their gross monthly salary until age sixty-seven (67) in accordance with the LTD Plan.

B. After disability benefits have been payble for twenty-four (24) months, an employee is deemed disabled if the injury or sickness makes him/her unable to perform all the material duties of any occupation for which he/she may reasonably become qualified based on education, training or experience.

C. Other details of the City's LTD plan are described in the plan booklet. The City reserves the right to select any LTD carrier.

D. From time to time, the City will change benefit providers due to administrative, service, economic or other reasons. Due to carrier policies and procedures and Department of Insurance requirements, there can be no guarantee that one policy will exactly mirror the preceding one. The City desires to provide a consistent benefit, and insofar as is possible, benefits and language will be matched.

ARTICLE VII. RETIREE HEALTH BENEFITS

A. Medical Insurance Benefits
The City shall contract with the California Public Employees' Retirement System (CalPERS) for the purpose of providing retirees and their eligible dependents with medical insurance benefits. The City's maximum monthly medical contribution for each eligible retiree shall be equal to the minimum employer contribution required for active employees under the Public Employees Medical and Hospital Care Act (PEMHCA).

1. The parties agreement to move from the CalPERS equal contribution method to the PEMHCA minimum employer contribution method does not modify retiree health benefits for employees in Tiers I and II pursuant to Article VII B and C below.

B. For Employees Hired Prior to January 1, 2005 (Tier 1):
Employees hired prior to January 1, 2005 that qualify for post-retirement health benefits shall qualify for such benefits based on rules in effect prior to January 1, 2005, i.e. an employee that retires from the City of Roseville and is eligible for CalPERS service retirement shall receive a City contribution towards their post-retirement medical insurance benefit at the same level as full-time regular employees covered by this Agreement.

C. For Employees Hired on or after January 1, 2005 and prior to March 1, 2014 (Tier 2):
Employees hired on or after January 1, 2005 and prior to March 1, 2014, to be eligible to receive post-retirement health benefits, an employee must complete at least five (5) years of CalPERS-

credited service with the City of Roseville. Employees who retire from the City of Roseville after meeting the service requirement stated above and who have at least ten (10) years of CalPERS-credited service shall receive a City contribution towards their post-retirement health benefits as follows:

Total Credited Years of Service	% of City Contribution
10	50 %
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20 +	100

Employees who have CalPERS-credited service through other public agencies must complete at least five (5) years of service with the City of Roseville and retire from the City of Roseville to be eligible for post-retirement health benefits. However, once an employee has completed five (5) years of service with the City of Roseville, their eligibility for post-retirement health benefits will include all years of CalPERS-credited service.

The vesting requirements for post-retirement health benefits will become effective January 1, 2005. Employees hired on or after January 1, 2005 shall be subject to the above post-retirement vesting schedule for health benefits. Employes hired prior to January 1, 2005 that qualify for post-retirement health benefits shall qualify for such benefits based on rules in effect prior to Janaury 1, 2005. i.e. an employee that retires from the City of Roseville and is eligible for CalPERS service retirement shall receive a City contribution toward their post-retirement health benefits at the same level as full-time regular employees.

Employees hired prior to January 1, 2005 that qualify for post-retirement health benefits shall qualify for such benefits provided for in the City of Roseville/CalPERS Resolution.

D. For employees hired on or after March 1, 2014 (Tier 3):

1. Employees hired on or after March 1, 2014 shall have no vested right in any post-employment medical benefits provided by the City of Roseville. Instead, upon hire, those employees shall contribute one percent (1%) of their base salary each pay period to a City sponsored Retirement Health Savings (RHS) account and shall contribute an additional one percent (1%) per pay period per year annually, up to a maximum of five percent (5%) per pay period annually thereafter, to be used to fund the employee's medical costs upon retirement from the City.

2. After five (5) years of continuous service with the City of Roseville, and beginning on the first pay period of the sixth year of service, the City shall contribute a flat dollar amount of $100 per month to be deposited to the employee's RHS account up until the employee's retirement date or separation from the City. After accruing ten (10) cumulative years of service with the City and pursuant to the vesting schedule in Section C of this Article, employees may draw from the City contribution in this account upon retirement.

3. Employees who terminate City service for reasons other than retirement prior to twenty (20) years of cumulative service with the City will forfeit any City contributions.

4. Employees must retire from the City of Roseville and be enrolled in the City of Roseville's health plan in order to utilize City contributions to the employee's RHS accounts. After ten (10) years of cumulative service with the City of Roseville, City contributions to the employee's RHS account may be used for all covered medical expenses pursuant to Section 213 of the IRS Code including participation in non-City sponsored plans.

CHAPTER 5. SAFETY

ARTICLE I. SAFETY

The City of Roseville agrees that the safety of its employees is of utmost concern and accordingly agrees to make every effort to provide to the extent possible, a safe and hazard free work environment.

ARTICLE II. SAFETY EQUIPMENT

A. All employees shall, as soon as possible after the initial date of employment, receive City furnished safety equipment if desired as follows:

Quantity	Item
1	Service weapon and ammunition
2 sets	Handcuffs
1	Flashlight (rechargable law enforcement type)
1	Pepper spray (OC) and holster
1	Gun belt
1	Inner belt
1	Holster
1	Handcuff case (single or double issue)
1	Baton and ring
1	Magazine holder
3	Keepers
1	Soft body armor
1	Rain jacket
1	Rain pants
1*	Protective case for gloves
1*	Motorcycle helmet
1*	Set of summer/winter gloves

* Provided to all employees assigned to motorcycle patrol

B. The City agrees to provide newly assigned investigators with the following concealment safety equipment:

Quantity	Item
1 each	Holster
1 each	Magazine holder
1 each	Handcuff case
1 each	Pepper spray (OC) holder as needed
1 each	Radio holder as needed
1 each	Badge holder
1 each	Reinforced belt

C. All safety equipment described above shall be replaced on an as needed basis as approved by the department head or designated authority.

D. All safety equipment described above shall remain the property of the City and shall be returned to the Police Chief upon request or upon the employee's termination of employment.

E. Employees shall continue to be required to adhere to safety equipment specifications, appearance, and maintenance standards established by the Police Department.

F. Personnel on patrol who are issued soft body armor shall be required to wear such when on duty except as otherwise authorized by the supervisor.

CHAPTER 6. WORK HOURS

ARTICLE I. GENERAL WORK HOURS

Except as noted below hours of work provisions shall be governed pursuant to Roseville Municipal Code Section 3.12.010.

A. Employees in the classifications of Police Officer, and Police Sergeant shall be allowed to work a four (4) day work week of ten (10) hours per day when assigned to the following units:

1. Investigations Unit
2. Patrol and Traffic Unit

Youth Services Officers (YSO) are eligible for a flex schedule (ie 9/80) if approved by the Police Chief.

Employees assigned to special duty shall be assigned their normal schedule (i.e. 4/10). However, assignment of days off and/or shifts shall be at the discretion of the department.

B. Rest Period. Except as noted below, probationary and regular employees when required to actually work (does not include standby time, etc.) more than fourteen (14) hours in a twenty-four (24) hour period shall not be required to return to work without at least an eight (8) hour rest period starting from the time released from work. Rest periods as defined are not compensable.

1. Shift Change.
   a. Back to Back Shifts: When an employee is required to work two (2) consecutive shifts as a result of a shift change, the employee shall be given at least eight (8) hours as a rest period to be taken at the midway point of the second shift.

   b. Return Shifts: No employee shall be required to work two (2) shifts during a shift change without being given at least eight (8) hours as a rest period to be taken between shifts.

   c. Change of Shift Hours: Any employee involved in a mandatory change of shift which involves a change in shift starting time of ten (10) or more hours will be given a minimum of at least four (4) calendar days' notice.

   These provisions may be waived in emergency situations as determined by the Police Chief or his/her designated authority.

2. Days Off Changes. Except in uncommon situations where it is in the best interest of the City, as determined by the Police Chief or his/her designated authority, employees will be given a minimum of seven (7) days' notice prior to a change in days off.

C. F.L.S.A. Work Period. For purposes of the Fair Labor Standards Act, the work period shall be as follows:

7 days except flex schedules

D. Lunch Periods. Employees who work a 4/11 – 3/11 receive forty minute paid lunches. Employees on all other schedules receive thirty-five (35) minute paid lunches. Exception: Employees assigned to special duty will not receive paid lunch.

ARTICLE II. 4/11 – 3/11 SHIFT SCHEDULE

The following constitutes the agreement and understanding between the City of Roseville("City") and the Roseville Police Officer's Association ("RPOA') (hereafter the "Agreement") regarding the implementation of a "4/11-3/11" shift flex schedule and plan for sworn police officers and supervisors assigned to patrol (The "Plan").

1. The Plan applies only to sworn patrol officers and supervisors.

2. The Plan will operate under the exemption from overtime provided by Section 7(k) of the Fair Labor Standards Act, 29 United States Code Section 207(k). The specified work period is twenty-eight (28) days. Consistent with existing pay practice, however, and to provide the officers with a regular recurring source of income more frequently than would be the case should the pay period be extended to twenty-eight (28) days, the parties agree that the pay periods shall continue at the current fourteen (14) day intervals.

3. Under the Plan, the regularly scheduled work day will consist of eleven (11) hours per shift Except as noted below, in any two (2) week pay period during the twenty-eight (28) day cycle, affected Employees will be assigned to work rotating schedules of four (4) consecutive days worked followed by three (3) days off, which is then followed by three (3) consecutive days worked and four (4) consecutive days off. However, the City reognizes that employees have traditionally been permitted work 80 hours every two weeks and thus, would suffer a deficit of three hours at straight-time pay were extra time not permitted to be subsequently made up at straight-time rates. Thus, inorder to permit employees to "make-up" for such time, and, to permit the City and affected employees to benefit from the ability to have extra regularly scheduled training days and days for special enforcement projects and other extra work, an extra nine (9) hour regular workday shall be scheduled eery third pay period. The extra nine (9) hour day shall also be worked at a straight-time rate of pay. The extra day sall be scheduled during a normal day off during that week in the pay period in which the affected employees are scheduled to work thirty-three (33) hours. Accordingly, the days off that week shjall be reduced from four (4) to three (3). Thus, during that fourteen (14) day pay period, the affected employees shall work forty-four (44) hours one week, and forty-two (42) hours in another, all at straight time rates. The regularly scheduled straight-time hours worked during this twenty-eight (28) day period will be 163 hours.

4. Overtime - Officers assigned to eleven (11) hour workdays will receive overtime pay at one and one-half times their regular rate of pay for hours worked beyond eighty (80) hours worked in the pay period (or may elect compensatory time off in accordance with the current MOU).

5. Leave Accruals - Accrual rates under the current MOU for sick leave, vacation leave, compensatorytime, and holiday pay will not be affected by the Plan.

6. Leave Usage - Time off from any regularly scheduled work day will require the appropriate use of vacation, sick leave, or compensatory time on an hour-for-hour basis.

    a. If the officer attends a forty (40) hour school during the employee's thirty-three (33) hour work week, the officer will receive seven (7) hours of overtime or be granted another day off with the excess time used as travel or study time, or taken in time off. Conversely, if the officer attends a forty (40) hour school during the employee's forty-four (44) hour work week, the excess four (4) hours could be used as travel or study time, or taken in time off.
    b. All time off will be recorded as the actual time away from work (including sick time). If an employee is absent for an entire shift, the amount of leave time deducted will be eleven (11) hours. If the leave is during the entire forty-four (44) hour work week, the amount will be forty-four(44) hours. If the time off falls on the prescheduled extra day, the amount is nine (9) hours.

7. Meal Periods - Meal periods will be a forty (40) minute paid lunch.

8. The City will make good-faith efforts to insure that at least six (6) of the extra nine-hour workdays during any one year period are used for training purposes, if the schedule is implemented on an annual basis. The work required on the remaining nine (9) hour days will be at the discretion of the City, and may involve special enforcement, special operations, or other assigned work at the discretion of the City.

9. Workers' Compensation - Hours paid for Workers' Compensation leave will be paid on an hour for hour basis based upon the officer's shift schedule. Officers on extended Workers' Compensation leave for twenty-eight (28) days or more may be reassigned to a forty (40) hour work week.

10. The City retains the right to determine operational guidelines for the implementation and operation of the Plan and to assign employees to a "4/10" work schedule by giving employees thirty (30) days' notice.

11. The Association understands and agrees that, to the extent this Agreement conflicts with any existing provision in the current MOU, this Agreement modifies and supercedes any such conflicting provision.

12. The Association warrants that it believes the Plan to be in compliance with all applicable wage and hour laws and agree that it will not file or maintain or cause the filing or maintenance, or encourage or assist in the filing or maintenance of, any claim, grievance, or cause of action of any kind, in any local, state or federal administrative agency, asserting that the Plan violates federal or state wage and hour laws and /or asserting any entitlement to overtime compensation for hours agreed to be worked at straight-time pay under the Plan and this Agreement.

CHAPTER 7. TRAVEL/MEAL EXPENSES

ARTICLE I. OUT OF AREA TRAVEL

When any employee is required to travel beyond a thirty (30) mile radius of the Police Department as the result of a business related function, the following compensation shall be provided:

A. Compensable hours under this provision shall be actual travel time to and from and all hours worked during such assignment. Compensation for such hours shall be governed by the overtime provision of this Agreement.

B. Employees performing such function may be provided the option of use of a City vehicle. Where an employee's personal vehicle is used, the employee shall be reimbursed mileage in accordance with this Agreement.

C. Employees shall be reimbursed other travel related expenses in accordance with this Agreement.

ARTICLE II. BUSINESS AND TRAVEL EXPENSE

The City agrees to reimburse employees for travel expenses in accordance with current City policy except as noted below:

For all reimbursement requests an employee is required to supply receipts verifying expenses. Where receipts are lost or unavailable, the employee is required to supply a statement indicating the amount spent and reasons for the missing receipt(s).

CHAPTER 8. PROMOTIONAL EXAMINATION/SERVICE POINTS

ARTICLE I. SERVICE POINTS

Employees shall receive service points based on the length of service they have had as a regular employee in classifications which are in the same career field with the promotional class as prescribed by the Human Resources Director (Appendix "Y"). Service points shall be added to the final computed examination score upon the promotional employment list on the basis of one-half (1/2) point for each full year of regular service to a maximum of five (5) points.

ARTICLE II. PROMOTIONAL EXAMINATION

In cases of promotional vacancies in the classification of Police Sergeant:

A. The examination shall be promotional if there exists three (3) or more such regular employees who meet the City's minimum qualifying standard and who apply by the time the filing deadline for such vacancy.

B. In the event that there are not sufficient candidates as expressed above and the City decides not to hold a promotional exam, the examination will be given on an open/promotional basis. Employees currently employed in the Department shall receive service points as provided by this Agreement.

ARTICLE III. CERTIFICATION OF ELIGIBLES AND APPOINTMENTS

A. All appointments to vacancies shall be based upon merit and fitness ascertained in accordance with these rules and shall be made by transfer, demotion, or from eligibles from an appropriate employment list, if available, which appointment may be for new employment, reemployment, reinstatement, or promotion. The type or types of appointments utilized shall be in the best interest of the City as determined by the City Manager. In the absence of persons eligible for appointment in these ways, provisional, temporary, emergency, or other types of appointments may be authorized by the City Manager in accordance with these rules and the City Charter.

B. Whenever a vacancy is to be filled, the appointing authority shall notify the Human Resources Director in the manner prescribed. If there is no employment list available for a class, the Human Resources Director shall decide the manner in which the position shall be filled.

C. The number of persons to be certified by the Human Resources Director to the hiring department shall be the top five (5) ranking scores for the initial vacancy and an additional two (2) scores for each additional vacancy to be filled upon the same certification. If there are three (3) or fewer eligible and available persons on a promotional or open list for certification to the hiring department, the Human Resources Director may use his/her discretion in calling for a new examination in order to secure a sufficient number of persons eligible for certification.

D. Vacancies filled by promotion may be certified by competitive (closed) promotional examination, or by promotional certification by the department head and Human Resources Director in those cases where only one employee is qualified for the higher level position. For advancement to occur by promotional certification, the department head must notify the Human Resources Director that an employee meets all prescribed standards of the higher level class, has demonstrated in all respects the ability to satisfactorily perform responsibilities of the higher level class, and is in other ways eligible for certification to the higher level class. Upon a finding by Human Resources Director that an employee is in all respects eligible for promotional certification, the Human Resources Director may so certify the employee for employment consideration by the Police Chief upon the occurrence of the next vacancy at the higher level position.

E. The Police Chief shall arrange for a convenient time and place to conduct departmental evaluations of eligible persons, and shall notify the same. Following interview and other appropriate candidate review, the Police Chief may recommend an appointment to the City Manager. The candidate(s) selected for appointment consideration shall be certified by the department head to the Human Resources Director, who shall arrange for a medical examination, fingerprinting, and any other pre-employment testing deemed to be necessary and appropriate. Upon receiving satisfactory results of such tests, the Human Resources Director shall sign the appointment authorization and refer such authorization together with any supporting documents to the City Manager at least five (5) working days prior to the effective date. The City Manager may approve or disapprove the recommended appointment. If approved, the department head shall notify the appointee and, if the person accepts appointment and reports for duty within such period of time as prescribed by the department head, the applicant shall be deemed to be probationally appointed; otherwise, the applicant is deemed to have declined appointment.

F. Unless authorized as an exception by the City Manager, no appointment of a new employee shall be made until the results of a medical and background evaluation have been received by the Human Resources Director.

ARTICLE IV. SALARY UPON PROMOTION

Any regular employee who is promoted to a position in a class with a higher salary range shall be placed in the step in the new salary range which represents at least a ten percent (10%) increase over the employee's current step. In the event that the new range does not have a step that is at least ten percent (10%) higher than the employee's current range the employee shall be assigned to the highest step in the range. An employee thus promoted is therefore assigned a new salary anniversary date effective on the date of promotion.

ARTICLE V. REEMPLOYMENT – SENIORITY

1. At the discretion of the Chief of Police and upon approval by the City Manager, employees who are reemployed within two years of the date of separation from City employment may have their Police Department seniority reinstated to the level of time served at the date of separation.

2. The reinstatement of seniority pursuant to subsection 1 above may only be approved at date of rehire to the City.

CHAPTER 9. GENERAL ISSUES

ARTICLE I. LEAVE REDUCTION

Pursuant to Section 3.16.030 of the City's Personnel Rules:

A. Disciplinary suspensions may be administered by reducing an employees's vacation, compensatory time and/or holiday time by up to forty (40) hours. Reductions of time in excess of forty (40) hours must be with the approval of the employee. If the employee refuses reductions beyond forty (40) hours, the department head may choose another form of discipline to supplement the leave reduction. In no instance shall the chosen discipline combined with the leave reduction exceed the discipline proposed.

B. An employee who has forfeited previously scheduled time off may substitute other forms of accumulated time off to enable him/her to take the previously scheduled time off.

ARTICLE II. UNIFORMS

A. Employees shall be provided uniform replacement and maintenance in lieu of a uniform allowance. The City will report to CalPERS for Classic members the monetary value of the City's cost of providing, replacing and maintaining employee uniforms, as special compensation. For Classic employees, in the first year of employment, the reported special compensation earned will be reported in an amount not to exceed $1,500.00 per calendar year. All other uniform replacement and maintenance costs reported as special compensation earned may not exceed $850 per calendar year. This excludes the monetary value for personal health and safety equipment. The City shall, as needed, supply replacement uniforms.

1. Uniform Items:

   a. Uniform badge/cap badge
   b. Trousers (4)
   c. Shirts (6)
   d. Tie
   e. Ball Cap
   f. Jacket
   g. Appropriate Patches
   h. *Breeches (3)
   i. *Motorcycle boots
   j. *Summer/winter gloves

   *Motorcycle Patrol only

2. Each new hire shall be issued the following complete sets of all uniform items in accordance with the above:

   a. Police Officer 3 sets
   b. Police Sergeant 3 sets

B. The City shall provide a pick up and delivery service to the Police Department at a minimum of two (2) days per week.

C. The Police Chief may approve additional cleaning when appropriate.

D. The City agrees to replace or repair required equipment lost or damaged in the line of duty, except that there shall be a limit of one hundred dollars ($100) on replacement of a watch. No other personal items will be replaced or repaired.

E. Employees assigned to the Investigation Division, Professional Standards Unit, or V-NET shall receive $200 per year clothing allowance to be issued after the first shift change in February of each year of this Agreement. Officers assigned to the Investigation Division for a six-month assignment will be eligible for $100 in clothing allowance payable at the shift change in February or July/August. Clothing used by the Investigators/CSU in their assignment shall be cleaned as part of the City's existing uniform cleaning program. The City agrees to replace or repair Investigators/CSU clothing which is damaged in the line of duty.

F. Professional standards sworn personnel will have their choice of the $200 per year clothing allowance or a City issued uniform as described above.

G. The City and the RPOA agree that sworn personnel may purchase and maintain Class C Uniforms (Class C's) and wear them as their regular uniform. The Class C's must be a brand, style and color authorized by the Chief. Class C's will be cleaned by the City in the same manner as other uniforms.

ARTICLE III. DISCIPLINE

The discipline of City employees, including RPOA members, may be by written reprimand, suspension, demotion, discharge, or other actions not inconsistent with the provisions of this MOU and the City Charter, and is governed by Article VIII of the City Charter, Section 8.04 Personnel Rules, Subsection (i), and Roseville Municipal Code section 3.16 and applicable law including Government Code Section 3300 et. seq. The causes cited below are examples and are listed to alert employees to the more commonplace types of disciplinary issues. However, because human conduct is unpredictable, there may arise instances of unacceptable behavior not included in the list given below, in which the City may find it necessary and appropriate to initiate disciplinary action. In such cases, the rules governing discipline shall prevail as if the unlisted cause, issue or infraction were listed, as follows:

Causes for Discipline

A. Attendance

1. Improper or unauthorized use or abuse of sick leave;
2. Excessive absenteeism regardless of reason;
3. Being absent without authorized leave, repeated tardiness to assigned work station, or leaving assigned work without authorization.

B. Behavior

1. Willful or negligent violation of the personnel rules and regulations, administrative regulations, resolutions, ordinances, and departmental rules, regulations, and policies;
2. Insubordination (failure to carry out a direct order from a supervisor);
3. Acceptance of gifts or gratuities in connection with or relating to the employee's duties, except as provided in Section 3.15.030;
4. Conduct that is unbecoming a City officer or employee which tends to discredit the City or City service, including the wearing of City-identified uniforms off duty into a public or private establishment, the nature of which may adversely reflect upon the City, or willful misrepresentation of the City;
5. Conviction of a crime, the nature of which reflects a possibility of serious consequences related to the continued assignment or employment of the employee;
6. Falsifying information related to an employment application, payroll, or any work related record or report;
7. Soliciting outside work for personal gain during the conduct of City business; engaging in outside employment for any business under contract by the City; participating in any outside employment that adversely affects the employee's City work performance; or engaging in unauthorized outside employment;
8. Discourteous treatment of the public or City employees;

9. Conduct interfering with the reasonable management and discipline of the City or any of its departments or divisions;
10. Engaging in any political activity prohibited by Section 3.15.010 or state law;
11. Violation or neglect of safety rules;
12. Theft;
13. Physical altercations;
14. Any act or conduct that is discriminatory in nature towards another person's race, color, religion, ancestry, national origin, age, sex (including sexual harassment), sexual orientation, marital status, political affiliation, family care leave status, pregnancy, physical or mental disability, medical condition, or legally protected characteristic.
15. Dishonesty.

C. Work Performance

1. Inefficiency, incompetence, or negligence in the performance of duties, including failure to perform assigned tasks of training, or failure to discharge duties in a prompt, competent, and reasonable manner;
2. Refusal or inability to improve job performance in accordance with written or verbal direction after a reasonable trial period;
3. Refusal to accept reasonable and proper assignment from an authorized supervisor;
4. Intoxication, or incapacity on duty due to the use of alcohol or drugs; or illegal possession of drugs or open container of an alcoholic beverage while on duty;
5. Driving under the influence of alcohol or drugs while on duty or revocation, suspension or nonrenewal of driver's license where job duties require driving; possession for use or sale of an illegal controlled substance.
6. Careless, negligent, or improper use of City property, equipment or funds, including unauthorized removal, or use for private purpose, or use involving damage or unreasonable risk of damage to property;
7. Unauthorized release of confidential information or official records;
8. Participation in an unlawful strike, work stoppage, slowdown, or other job action against the City.
9. Violation of the City's Drug and Alcohol policy AR 2.08.

ARTICLE IV. EDUCATIONAL REIMBURSEMENT

Employees may be reimbursed for the tuition and fees connected with approved job related educational courses and other work-related trainings, up to $250 per course, not to exceed $750 per year. The cost of books is not covered in this Agreement. The employee will submit the request for reimbursement to the Police Chief, who will accept or reject the request. The request must be made before the class has been completed. The request will then be forwarded with the Police Chief's recommendation to the Human Resources Department, who will make the final decision to accept or reject the request. No payment will be made until the final proof of a passing grade is submitted to the Human Resources Department. The City has established a $6,000 educational reimbursement fund to be administered by the Human Resources Department. Once the fund balance is depleted, no further reimbursements will be approved

ARTICLE V. NO SMOKING POLICY

Sworn employees hired after 1985 must be tobacco free and cannot use tobacco products on or off duty.

ARTICLE VI. PHYSICAL FITNESS PROGRAM

The on-duty Physical Fitness Program for all sworn personnel shall be as provided for below:

A. The Program

1. Patrol's sworn personnel will exercise on duty for one (1) hour at the beginning of every regular shift, unless calls for service require additional patrol. The watch commander will determine daily participation.

2. Specialized units (YSO, Investigations, Traffic, NPU) will have the option of when to exercise depending on schedules. Each unit's manager or supervisor will determine exercise schedules and daily participation.

3. All sworn employees must exercise for approximately forty (40) minutes, be in uniform and report for duty in the one-hour period when the time is allotted. Overtime will not be authorized due to exercise time.

4. A Fitness Committee comprised of the Risk Manager, the Police Department's Personnel and Training analyst, a contract fitness coordinator, the RPOA president and three sworn employees designated as fitness advisors (NSCA certified) will oversee the program and periodically report to the Chief of Police. It will be the analyst's job to facilitate the program, including generating health bulletins for employee motivation and information, ensuring maintenance of the gym equipment, collecting and reporting data to validate the program, etc. It will be the committee's responsibility to meet on a semi-annual basis to review the progress of the program, make recommendations and assist in the implementation of the program.

5. The contract fitness coordinator will continue with a renewable contract and will be responsible for the following: conducting annual fitness assessments on all sworn personnel, keeping all medical information confidential, providing an exercise prescription for each employee, collecting and reporting department data, and being available for a minimum of six (6) exercise periods per month for consultations. In addition to the items above, the fitness coordinator will notify the department and Risk Management of any employee whose fitness for duty may be in question. An employee so identified will then be referred to a city doctor for a fitness for duty exam.

6. Employees who participate in the fitness program as fitness advisors shall provide technical assistance to employees in the proper use of the fitness equipment. Fitness advisors shall not be provided medical information on any employee other than him/herself. An exception to this would be if an employee supplies the information and requests an interim fitness assessment by an advisor. The fitness advisors may receive guidance from the fitness coordinator in establishing an employee's fitness program.

7. Each employee will receive an annual health assessment and exercise prescription before exercising on duty. The fitness coordinator will be the only individual who will have access to the personal medical information of members. The fitness coordinator will maintain the information on a computer disk, which will not be disclosed absent court order. The assessment will consist of the following:

    a. 12-hour fasting lipid blood panel (cholesterol, HDL, LDL, Blood glucose and triglycerides results)
    b. Body weight and height
    c. Resting and exercise blood pressures
    d. Resting and exercise heart rates
    e. Body fat skin calipers
    f. Muscle fitness (flexibility, strength and endurance) tests

8. Should an employee present two (2) or more of the following factors; is a smoker, has high cholesterol, obesity, diabetes, hypertension or high HDL, indicating a health condition which could conflict with the employee's physical ability to participate in the fitness program, the employee will be referred to the employee's treating physician. The coordinator will provide the doctor with a letter listing his or her concerns, a copy of the job specification of a police officer as well as a list of possible fitness activities and available gym equipment. The employee will be required to provide to the fitness coordinator medical clearance from the treating physician indicating that the employee is physically capable of participating in the fitness program. Should the employee fail to provide medical clearance within seven (7) calendar days from the date of referral or should the employee's treating physician indicate that the employee is not physically capable of participating in the fitness program, the fitness coordinator will notify the Department. The City may then refer the employee for fitness for duty evaluation to ascertain the nature and extent of the employee's limitations.

9. Should the fitness coordinator have serious concerns about an employee's ability to perform his/her duties as a police officer due to the existence of three (3) or more factors listed above, the department and Risk Management will be notified and a decision made whether a fitness for duty evaluation is necessary.

10. Exercise prescriptions will be developed as a cooperative effort between the employee and the fitness coordinator. There shall be no minimum levels of fitness. Each employee will be required to participate in good faith in the fitness program. The failure to participate in good faith may subject the employee to disciplinary action. Upon request to the fitness coordinator, a copy of an employee's exercise prescription may be obtained for supervisory purposes.

11. No competitive sports are allowed while on duty. Walking and running outside the building is allowed on pre-determined routes. Employees walking or running at night must wear a reflective vest.

12. Employees will be allowed to ride their bicycle for their forty (40) minute workout time. The employee must ride their bicycle on a pre-determined route. Employees riding during hours of darkness must have a headlight and taillight on their bicycle.

B. Program Validation

The program will be measured by change or improvement in the overall employees' fitness level. This will be measured in a number of ways:

1. Annual fitness assessments will be performed on all employees for the purpose of validating the program as well as monitoring individual fitness. The fitness coordinator will provide a statistical analysis on the fitness level of the overall employee population. Such information will not be provided in any manner that identifies any particular employee.

2. Risk Management will monitor the number and types of injuries and related costs. Sick leave usage will also be evaluated and compared to previous years.

3. Costs associated with the fitness program will be tracked.

4. Information will be collected and monitored by the Fitness Committee. Reports and recommendations will be forwarded to the Chief of Police on an annual basis. The program's continuation will be based upon the benefits received equally by the City, Police Department and it's employees.

C. Gym Equipment and Usage

Sworn officers exercising on duty will have priority use of the exercise equipment and shower facilities.

D. Other Issues

1. Non-participation by an employee will be addressed as any performance issue, through progressive discipline.

2. Serious health risks may be identified through the assessment process that may preclude an employee from doing their job safely. In this case, the employee will be referred for medical attention and may be required to undergo a fitness for duty evaluation.

ARTICLE VII. CLASS B COMMERCIAL DRIVER'S LICENSES

The City of Roseville and the Roseville Police Officer's Association (RPOA) agree that Police Officers and Police Sergeants may volunteer to obtain their California Class B commercial driver's license in order to operate department commercial equipment. It is further agreed that the City will incur employee expenses related to obtaining and maintaining the license (physical and Department of Motor Vehicles fees).

Employees who obtain commercial driver's licenses will be subject to the City of Roseville Drug and Alcohol policy including the provision that provides for random drug testing per the Department of Transportation.

Employees will not receive additional compensation for possession and use of the commercial driver's license.

CHAPTER 10. ASSOCIATION/CITY ISSUES

ARTICLE I. ACCESS RIGHTS

Any representative of RPOA shall give notice to the Police Chief before contacting departmental employees on City facilities during the duty period of the employees, provided that solicitation for membership or other RPOA business shall be conducted during the non-duty hours of all employees concerned. Prearrangement for routine contact may be made, and when made shall continue until revoked by the Police Chief.

ARTICLE II. BULLETIN BOARD

RPOA shall have access to employee association bulletin boards. Any new materials posted must be dated and initialed by the RPOA representative/officer responsible for the posting. The City shall provide reasonable bulletin board space for the use of RPOA and the City located in the day room. RPOA shall designate one individual who shall be the liaison with management regarding the usage of association bulletin boards.

RPOA agrees that no materials shall be officially posted which are in violation of existing laws or which exceed constitutional parameters, and further agrees to remove as soon as possible any such materials which have been posted without RPOA authorization.

ARTICLE III. USE OF CITY FACILITIES

A. The City shall continue to permit use of certain facilities for RPOA meetings subject to the operating needs of the employer and Section 3.17.120 of the City's Personnel Rules.

B. RPOA shall have access to the internal department mail boxes and electronic mail for distribution of RPOA employee relations and association materials for all its unit members.

C. RPOA representatives/officers shall have reasonable access to City telephones for local employee relations (including Sacramento area) calls as approved by their immediate supervisors. Access to phones shall not be unreasonably denied and use of the phones shall not be disruptive to the employee's work performance.

ARTICLE IV. ORIENTATION

The City shall, during orientation of new employees, provide to each new unit member a copy of the MOU and a list (provided by RPOA) of RPOA officers and representatives for future contact.

ARTICLE V. REPRISALS

The City and RPOA shall not impose or threaten to impose reprisals on employees to discriminate or threaten to discriminate against employees or otherwise interfere with, restrain, or coerce employees because of the exercise of their rights guaranteed by the Meyers-Milias-Brown Act, this Agreement, and all applicable sections of the California Government Code.

ARTICLE VI. CONCERTED ACTIVITY

A. During the term of this Agreement, neither RPOA, its agents, nor any Bargaining Unit employee, for any reason, will authorize, institute, aid, condone or engage in a work slowdown, work stoppage, strike, or any other action which precludes the City from carrying out its functions or obligations.

B. RPOA agrees to notify all of its officers, stewards, and staff of the obligation and responsibility for maintaining compliance with this Section, including the responsibility to remain at work during any job action initiated by others.

ARTICLE VII. MANAGEMENT RIGHTS

Pursuant to Section 3.17.030 of the City's Personnel Rules all rights are reserved to the City, except as abridged by this Agreement.

ARTICLE VIII. NON-DISCRIMINATION

The RPOA hereby certifies that it has no restrictions on membership based on race, color, creed, gender, disability, national origin, political affiliation, religious beliefs, or any status protected by state or federal law.

ARTICLE IX. GRIEVANCE PROCEDURE

Pursuant to Chapters 3.23 and 3.24 of the Personnel Rules and Regulations, the following provision shall govern the grievance procedure for this Agreement.

A. Grievances in General.

An employee, individually or in representation of a group of employees, may complain to the City management through the grievance procedure in this chapter regarding any matter relating to that employee's wages, hours, or conditions of employment. A grievance may be either formal or informal. An informal grievance is a prerequisite to filing a formal grievance.

B. Informal Grievance.

An employee, individually or in representation of a group of employees, with a grievance shall first discuss the matter with his or her immediate supervisor within ten (10) calendar days of the matter complained of. The supervisor and the employee shall attempt to informally resolve the dispute. If this is not accomplished, the employee shall next discuss the matter with the next level of supervision within ten (10) calendar days of the unsuccessful discussion and so on, until the employee reaches the department head. The decision of the department head regarding an informal grievance shall be final unless the employee files a formal grievance.

C. Formal Grievance.

1. An employee, individually or in representation of a group of employees, who has a grievance which remains unresolved after utilizing the informal grievance procedure may file a formal grievance in writing. The employee shall file a formal written grievance with the City Manager within ten (10) calendar days after the final decision on the informal grievance. The formal grievance shall contain all relevant information relating to the grievance which the employee wishes the City Manager to consider. The City Manager shall meet with and respond in writing to the employee within ten (10) calendar days of the receipt of the grievance.

2. The decision of the City Manager as prescribed in "1" above shall be final and binding for all grievances except as noted in "3" below.

3. A grievance that claims an employee has been unfairly treated due to an alleged improper application of (i) a departmental regulation or; (ii) any expressed terms(s) of this Agreement may be appealed to the Personnel Board as provided by Subsection D below.

D. Administrative Appeals.

1. Within five (5) working days after the decision by the City Manager regarding a formal grievance, an employee may file a written administrative appeal to the Personnel Board with the Human Resources Director. Such written administrative appeal shall, at minimum, contain the following information:

   a. The name and classification of the employee;

   b. The name, address, telephone number, and organizational affiliation, if any, of any representative of the employee;

   c. A copy of the formal grievance papers filed with the department head and the City Manager and their written responses;

   d. Any other relevant information or documents the aggrieved employee wishes to submit.

2. The Human Resources Director shall arrange for a hearing before the Personnel Board within forty-five (45) calendar days. The employee may request in writing that the date of hearing be postponed beyond forty-five (45) days; or such date may be extended at the request of the Personnel Board Chairperson.

3. The Human Resources Director shall provide at least five (5) calendar days' written notice of the date, time, and place for hearing to the employee (and representative, if any).

4. Selection of Hearing Officer. The City agrees to request a list of seven (7) arbitrators from the State Mediation Service to serve as advisor to the Personnel Board. The Association and City shall alternately strike names, the City striking first, until there is an advisor selected. The cost of such advisor shall be borne by the City.

ARTICLE XI. MEMBERSHIP DUES AND AUTHORIZED DEDUCTIONS

A. The Association shall be entitled to have membership dues and other lawful deductions of its members deducted from their paychecks in accordance with the procedures required by law and set forth herein. To the extent required by Government Code Sections 1157.3 and 1157.12, the City shall honor employees' voluntary authorizations for Association dues deductions from employee paychecks Such authorized deductions shall be remitted monthly to Association along with an adequate itemized record of deductions. The City shall make every reasonable effort to remit the amounts deducted within ten (10) working days following the payday on which the deductions were made.

B. In making such authorized membership dues deductions, the City shall rely on written certification from the Association confirming that the Association has and will maintain authorizations signed by each individual employee from whose paychecks the deduction is to be made that the individual affirmatively consents to the dues deduction in a manner that meets the requirements of state and federal law, including but not limited to applicable provisions of Government Code Sections 1150-1157.12 and the First Amendment of the United States Constitution. After providing the required certification, the Association shall not be required to provide a copy of individual authorizations to the City unless a dispute arises about the existence or terms of the authorization. To the extent required by law, the City will rely on information provided by the Association in writing regarding whether dues deductions were properly cancelled or changed. Any requests from the Association that the City change dues deductions shall include a certification that the changes are requested with the affirmative consent of the individual employee(s) and otherwise comply with all requirements of state and federal law.

C. The amount of membership dues shall be set by the Association. . All changes in dues deductions shall become effective the first of the month following written notification to the City Finance Director.

D. The City agrees to direct all employees to the Association with regard to any questions or concerns related to membership dues or any other mutually agreed payroll deduction. The City agrees to send requests to cancel or change dues deductions to the Association

E. The City agrees to provide to Association on a monthly basis a payroll dues deduction report.

F. The employee's earnings must be regularly sufficient, after other legal and required deductions are made, to cover the amount of the dues check-off authorized. When an employee, in good standing in the Association, is in a non-pay status, for the full pay period when his/her dues would normally be withheld, no dues deduction will be made to cover that withholding from the current or future earnings; nor will the employee deposit the amount with the City which would have been withheld if the employee had been in a pay status during that period. In the case of an employee who is in a non-pay status during only a part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over Association dues.

G. The Association shall indemnify, defend, protect and hold harmless the City and its elected and appointed officials, officers, employees, officers and agents (collectively hereafter the "Indemnitees") from and against any and all claims, liabilities, losses, damages, fines, penalties, claims, demands, suits, actions, causes of action, judgments, costs and expenses (including, but not limited to, reasonable attorneys' fees and court costs) arising from the application of any provisions under this Article, including, but not limited to, any claims made by any member employees for the membership dues deductions the City made in reliance on the Association's certification, and any claims made by any member employees for any deduction cancellation or modification the City made in reliance on the information provided by the Association, provided that the City promptly notify the Association of any such matter for which it is seeking indemnification after the City has knowledge of the occurrence of such matter.

In the event any such action or proceeding is brought against the City by reason of any such claim, the Association, upon notice from the City, covenants to defend such action or proceeding by counsel reasonably satisfactory to the City. Further, the Association agrees to indemnify and hold harmless the Indemnitees for any loss or damage arising from the Association's actions or inactions under this Article.

ARTICLE XII. SENIORITY

A. Seniority in the Police Department is established by continuous time served in class in either a regular or limited term position. When two (2) or more employees within the same class have identical service and appointment dates, the employee with the higher position on the City eligibility list from which the appointments were made is deemed to be the senior.

1. Police Officer Trainees being promoted to Police Officer who have identical service and appointment dates and the same placement on the City eligibility list will have their seniority based upon their average final academy scores in three areas: academics, firearms, and the Work Sample Test Battery (WSTB).

2. Lateral Police Officers who have identical service and appointment dates and the same placement on the City eligibility list will have their seniority based upon their number of years worked in a sworn capacity.

3. Rehired Officers reemployed within two years of their date of separation from the City will be granted seniority pursuant to Article V. Reemployment – Seniority.

Individuals who are demoted, whether voluntarily or involuntarily, shall have all time served in the higher rank within a class series counted for purposes of seniority.

B. Seniority list placement qualifies an employee for shift, team, vacation, and days off preference.

C. Shift Bidding: Employees shall be permitted to bid for shift/days off/team on the basis of seniority.

1. Bidding shall take place every six (6) months and shall be completed thirty (30) calendar days before the start of the new shift.

2. Police Sergeants shall bid their shift prior to officers placing their bids.

3. K-9 handlers shall be allowed to bid for available K-9 shifts.

4. When a vacancy in a shift occurs during the interim of a shift period (after bidding has occurred for the six (6) month period) the department may fill that vacancy with another employee of their choosing for the remainder of the shift period. In the event the vacancy or temporary assignment extends to the next shift bidding period, the absent employee may personally bid or may relinquish their seniority status for the purpose of shift bidding.

5. Once probationary employees have completed the Field Training Officer (FTO) phase, they are assigned to a shift on the basis of seniority. From time to time it is necessary to reassign a probationary employee to other shifts for purposes of evaluation or training. Such transfer of a probationary employee may necessitate the temporary transfer of other employees to different shifts. These transfers will be of relatively short duration, and reasonable notice will be give to all affected employees.

ARTICLE XIII. PERSONNEL FILES

The City shall maintain two (2) personnel files on each employee, a permanent file in the Human Resources Department and a departmental file. The personnel files shall be maintained at a location identified to each employee. Upon request by an employee, the employee and/or his/her authorized representative may review the personnel files during regular office hours except where denial of access is authorized by statute. No other personnel files other than that permitted by this provision may be kept on an employee. Information contained in an employee's personnel file shall be confidential and available for inspection only to authorized management personnel, the supervisor of the employee and the City's attorneys; except, however, that information in an employee's personnel file may be released pursuant to court order, subpoena, or with a release signed by the employee. The department shall notify the employee of the existence of such court order, subpoena, or a motion for court order to gain access to the personnel file prior to the release of any information. No material which relates to the employee's conduct, attitude, work performance, or service will be included in his/her personnel file without being signed and dated by the author of such material. Before such material is placed in the employee's file, the department head or designated authority shall provide the employee the opportunity to review the material and sign and date it. A copy of such material shall be provided to the employee. The employee shall have the right to insert in his/her file within thirty (30) calendar days of the employer placing an item in the file, supplementary material and a written response to any item in the file. Such response shall remain attached to the material it supplements for as long as the material remains in the file.

Retention of Materials.

Internal affairs investigations shall be kept in a separate file under complainant's name and shall be purged and destroyed after five (5) years. All personnel records dealing with disciplinary actions that

affect payroll, leave balances, etc., personnel transaction forms, and voluntary-nonvoluntary deduction forms shall be maintained permanently. All other information shall be destroyed after five (5) years from the date filed. Written reprimands shall be destroyed after five (5) years if no further discipline or similar reprimands have been filed within the five (5) year period. If there are other similar documents on file, the written reprimands cannot be destroyed until five (5) years after the most recent occurrence.

Counseling memos are considered to be part of the performance evaluation process and can be included in the evaluation document at the supervisor's discretion.

ARTICLE XIV. EMPLOYEE RELEASE TIME

A. The City recognizes and agrees to deal with designated representatives of RPOA on all matters related to grievances.

B. A written list of all RPOA representatives shall be furnished to the City immediately after their designation and RPOA shall notify the City promptly of any change of representatives.

C. An aggrieved employee shall be allowed reasonable release time for the purpose of attending administrative or Skelly hearings or an internal affairs investigation during working hours without loss of compensation subject to prior notification and approval by his/her immediate supervisor.

D. Upon request of an employee an RPOA representative shall be allowed reasonable release time for the purpose of representing the employee in all administrative or Skelly hearings or an internal affairs investigation during working hours without loss of compensation subject to prior notification and approval by his/her immediate supervisor.

E. Employee release time hours are not to be considered to be hours worked for overtime purposes.

F. Employees are entitled to representation in accordance with the provisions of this Agreement and Government Code Section 3300 et seq.

G. The City and RPOA agree to continue an RPOA Time Bank for use by employees for the sole purpose of performing or conducting association business subject to the following conditions:

1. RPOA members must donate one (1) hour each year of vacation hours from an association member's accrued leave balance for such hours. Such donation shall be non-revocable and not returnable to the employee. Donations will be allowed only during January of each year.

2. The maximum number of hours any member shall donate is one (1) hour per year. Any remaining unused hours in the time bank on December 31st shall be carried over into the next calendar year. The maximum number of hours that can be accrued is two hundred (200). In the event that the number of RPOA represented employees exceeds one-hundred (100), the maximum annual accrual will be increased by two (2) hours for each additional employee.

3. Time bank hours shall not be used without prior approval of RPOA representatives. All time submitted to payroll for reimbursement from the bank must have RPOA and department approval. The Human Resources and Finance Departments will be responsible for processing the appropriate donation forms and any payment(s).

4. RPOA members assume any tax liability for being assessed vacation or CTO hours and/or using Time Bank Hours. Hours donated to association members shall not be considered time worked for overtime, retirement or any other benefit purpose. However, any donated hours will be subject to applicable state and federal payroll taxes.

ARTICLE XV. INTERNAL AFFAIRS INVESTIGATIONS

The City will conduct internal affairs investigations of police department personnel as expeditiously as possible. In the event that the investigation takes over sixty (60) calendar days to conclude, the department will provide a status report to the employee.

ARTICLE XVI. LIMITED TERM

Pursuant to Section 3.06.095 of the City's Personnel Rules, the following shall apply to Police Officer limited term appointments.

A. A limited term employee appointed from a certified employment list to a Police Officer limited term position shall have their service in the limited term position counted toward their probationary period in classified service should they be transferred, in accordance with Personnel Rule 3.07.030, to a regular Police Officer position without a break in City service.

B. At the conclusion of at least every three months the limited term Police Officer's performance shall be evaluated in the manner described in Personnel Rule Section 3.06.150.

C. A limited term Police Officer who is transferred from a limited-term position to a classified Police Officer position, at the sole discretion of the Police Chief, having the same salary range and substantially similar duties, shall be compensated at the same step in the salary range as previously received without a change in the anniversary date.

D. Salary Step Advancement. A merit step increase may be granted to a limited term Police Officer employee pursuant to City's Personnel Rules 3.11.030, subject, but not limited, to the following:

   1. "Anniversary date" means the date upon which an employee first appears on the City payroll due to original appointment to the Police Officer limited-term position, and in which the employee becomes eligible for salary advancement consideration.

   2. A limited term Police Officer shall be provided with an employee evaluation in accordance with Chapter 3.14 of the Personnel Rules.

E. Limited term Police Officer employees shall be at-will employees and shall be entitled to health insurance, CalPERS retirement, retiree health savings account, long term disability, holiday pay, vacation and sick leave and other benefits, on the same terms and conditions as a newly hired regular status employee.

F. The length of service, service credit and service points shall start from the initial date of hire as a limited term Police Officer and be deemed continuous service upon the transfer to a regular Police Officer position without a break in service.

G. Nothing in this Article shall change the at-will, temporary status of a limited term appointment.

H. In all circumstances, appointments made based on this provision or into classified service are at the sole discretion of the Police Chief.

ARTICLE XVII. POLICE REFORM LEGISLATION

Should any legislation be implemented that requires peace officers to aquire renewed certification or licensing, the parties shall meet and confer over the impacts of the legislation.

The terms and conditions of this Memorandum of Understanding are executed this 12th day of February 2022, by the Employer-Employee representatives whose signatures appear below on behalf of their respective organizations.

CITY OF ROSEVILLE:

_____
Dominick Casey
City Manager

_____
Timothy L. Davis
City Chief Negotiator

_____
David Rawe
Member, Negotiation Committee

_____
Dion Louthan
Member, Negotiation Committee

_____
Doug Blake
Member, Negotiaion Committee

ROSEVILLE POLICE OFFICERS' ASSOCIATION:

_____
Jerry Camous
Chief Negotiator

_____
Pat Ganguet
Member, Negotiation Committee

_____
Juan DeLuna
Member, Negotiation Committee

_____
Richard Rahn
Member, Negotiaiton Committee

_____
Bret Brzyscz
Member, Negotiation Committee

_____
Alex Barkiewicz
Member, Negotiation Committee

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APPENDIX "G" – SALARY SCHEDULE

CITY OF ROSEVILLE
SALARY SCHEDULE

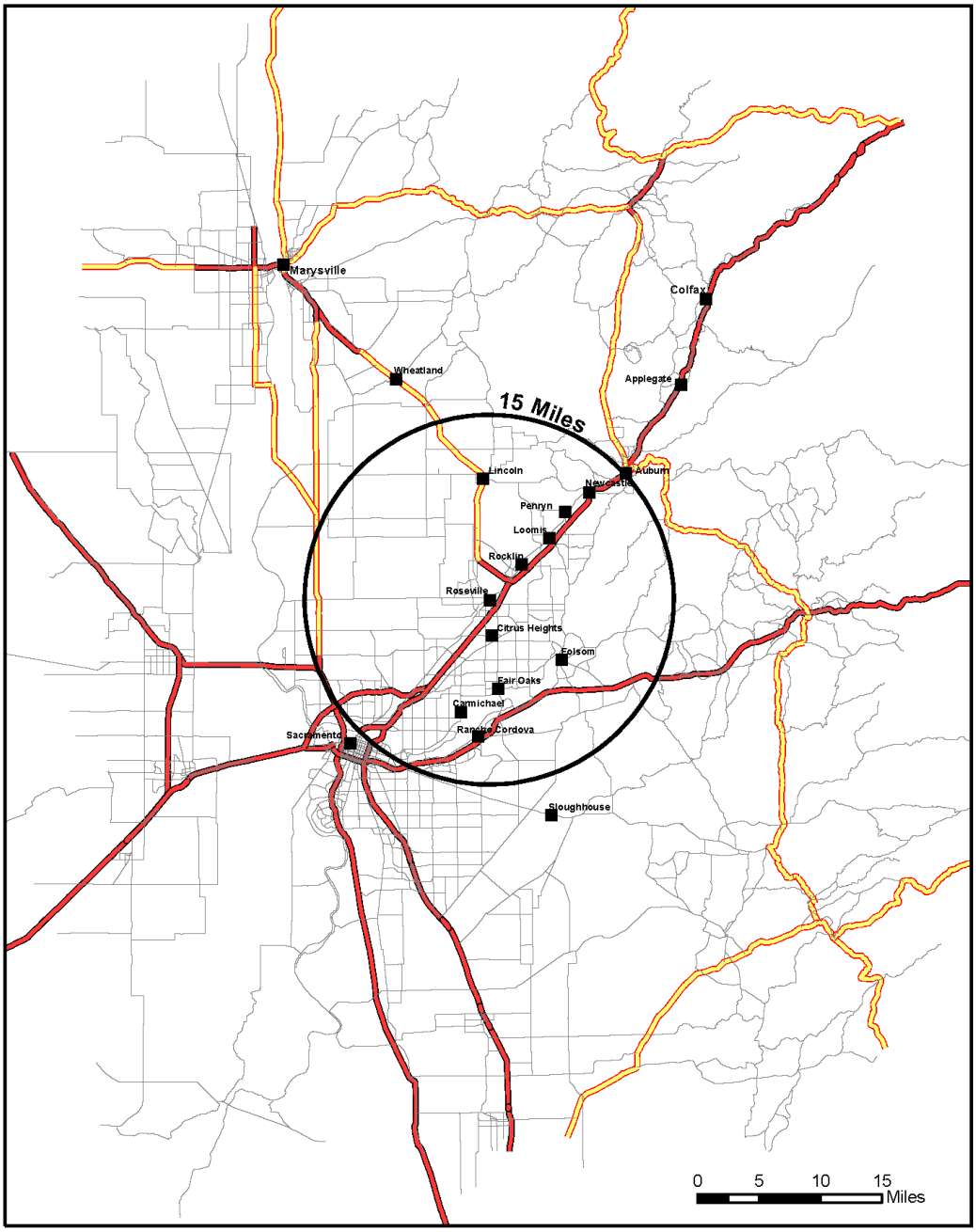
Effective Date: February 12, 2022

RPOA

Note: Employees hired into Salary Schedule B prior to January 5, 2019, into one of the four lower salary steps of the Police Officer salary range, will be placed into the new step A of the Police Officer salary range of Salary Schedule B, effective January 5, 2019, upon approval of the salary range.

APPENDIX "X" – TAKE HOME VEHICLE DISTANCE

Take Home Vehicles
Distance Map



APPENDIX "Y" – CLASS SERIES SENIORITY

POLICE SERGEANT
POLICE OFFICER

APPENDIX "Z" – AGENCIES USED FOR SALARY COMPARISONS

Davis
Elk Grove
Fairfield
Folsom
Lodi
Modesto
Placer County
Redding
Rocklin
City of Sacramento
County of Sacramento
Vacaville

ORDINANCE NO. 6455

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 6306, THE SALARY ORDINANCE FOR SWORN EMPLOYEES REPRESENTED BY THE ROSEVILLE POLICE OFFICERS' ASSOCIATION, AS AMENDED BY APPENDIX "A" TO BE EFFECTIVE FEBRUARY 12, 2022 AS AN URGENCY MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Title and Purpose.

Ordinance No. 6306, the Salary Ordinance for sworn employees represented by the Roseville Police Officers' Association, is hereby amended as shown on Appendix "A" for salary schedules A & B attached hereto, to reflect a general salary increase and Salary Schedule B compressed salary range for Police Sergeant.

SECTION 2. Salary Schedule Effective Date.

This Ordinance shall be effective February 12, 2022 as an urgency measure.

SECTION 3. Urgency Ordinance.

This ordinance is hereby declared to be an urgency measure, immediately necessary for the public peace, health and safety and shall take effect February 12, 2022. A statement of urgency is as follows:

It is necessary to amend the Salary Ordinance to comply with recently approved changes for the orderly and necessary continuance of operations of the City.

SECTION 4. Posting.

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 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

City of Roseville

Salary Schedule: Roseville Police Officers Association-A

Appendix:A
Effective Date:02/12/2022

RPOA Roseville Police Officers Association

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5430A	Police Officer-A	Step A	34.3264	2746.11	5949.91	71398.91
		Step B	36.0426	2883.41	6247.38	74968.61
		Step C	40.9538	3276.30	7098.66	85183.90
		Step D	43.0016	3440.13	7453.61	89443.33
		Step E	45.1516	3612.13	7826.28	93915.33
		Step F	47.4093	3792.74	8217.61	98611.34
		Step G	49.7797	3982.38	8628.48	103541.78
5470A	Police Sergeant-A	Step A	45.2293	3618.34	7839.75	94076.94
		Step B	47.4907	3799.26	8231.72	98780.66
		Step C	49.8652	3989.22	8643.30	103719.62
		Step D	52.3585	4188.68	9075.47	108905.68
		Step E	54.9765	4398.12	9529.26	114351.12
		Step F	57.7252	4618.02	10005.70	120068.42
		Step G	60.6115	4848.92	10505.99	126071.92

City of Roseville

Salary Schedule: Roseville Police Officers Association-B

Appendix:A
Effective Date:02/12/2022

RPOA Roseville Police Officers Association

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5430B	Police Officer-B	Step A	39.0377	3123.02	6766.53	81198.42
		Step B	40.2421	3219.37	6975.30	83703.57
		Step C	41.4836	3318.69	7190.49	86285.89
		Step D	42.7633	3421.06	7412.31	88947.66
		Step E	44.0827	3526.62	7641.00	91692.02
		Step F	45.4427	3635.42	7876.73	94520.82
		Step G	46.8446	3747.57	8119.73	97436.77
		Step H	48.2898	3863.18	8370.23	100442.78
		Step I	49.7797	3982.38	8628.48	103541.78

City of Roseville

Salary Schedule: Roseville Police Officers Association-B

Appendix:A
Effective Date:01/29/2022

RPOA Roseville Police Officers Association

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5470B	Police Sergeant-B	Step A	45.6994	3655.95	7921.23	95054.75
		Step B	47.8473	3827.78	8293.53	99522.38
		Step C	49.2827	3942.62	8542.33	102508.02
		Step D	50.7612	4060.90	8798.61	105583.30
		Step E	52.2840	4182.72	9062.56	108750.72
		Step F	53.8525	4308.20	9334.43	112013.20
		Step G	55.4681	4437.45	9614.47	115373.65
		Step H	57.1322	4570.58	9902.91	118834.98
		Step I	58.8461	4707.69	10199.99	122399.89
		Step J	60.6115	4848.92	10505.99	126071.92

ORDINANCE NO. 6456

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2021-22 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 2021-22, is hereby amended as listed on the attached budget adjustment for Roseville Police Officers' Association salary and benefit adjustments.

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_____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Scott Pettingell, Budget Manager

PREPARER NAME & TITLE: Scott Pettingell, Budget Manager

DEPARTMENT/DIVISION: Finance - Budget

FISCAL YEAR: FY2021-22

COUNCIL DATE (if applicable): n/a

ORDINANCE: 6375

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1001	5670	10001		884,753	Increase General Fund Contingency
			TOTAL	884,753	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1001	4060	10001		884,753	Increase Bradley-Burns Sales Tax Revenue Estimate
			TOTAL	884,753	

	NET ADJUSTMENT	-

FUND BALANCE

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

Justification for Budget Adjustment:

The City of Roseville has entered into new Memorandum of Understandings with the Roseville Police Association; International Union of Operating Engineers, Stationary Engineers, Local 39; Roseville Firefighters, Local 1592; Roseville Police Officers Association; and a new Terms, Conditions, and Understandings with Management and Confidential Employees. The estimated impact of these agreements on the Fiscal Year (FY) 2021-22 General Fund budget is $1,734,753. The General Fund has existing appropriation authority available to fund $850,000 of this increase. Staff recommends that the City Council authorize a budget adjustment of $884,753 from additional forecasted Bradley-Burns Sales tax revenues to fund the remaining balance. These additional funds will be budgeted in the General Fund contingency and then re-appropriated to the appropriate General Fund Departments.

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