



AGENDA

October 16, 2024

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

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.

Levine Act Provisions - The Levine Act requires a Party (or its agent (s)) to a Proceeding before the City of Roseville that involves any action or consideration to their contract, license, permit, or other entitlement for use, to disclose any campaign contribution made to City elected or appointed officers (including Councilmembers, Planning Commissioners, and members of other City boards and commissions) totaling more than \$250 within the 12 months before the City decision.

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

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

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

any kind, illegal drugs and alcohol.

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

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

5.1. Resolution - Roseville Housing Authority 50th Anniversary

Congratulate Roseville Housing Authority on its 50th anniversary as a valued establishment that has made tremendous contributions to the Roseville community.

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

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

BEGINNING OF CONSENT CALENDAR

Minutes

7.1. Minutes of Prior Meeting

Memo from City Clerk Technician Melissa Lipp and City Clerk Carmen Avalos recommending the City Council approve the minutes of the October 2, 2024 City Council Meeting.

CC #: 3597

File #: 0102-03

CONTACT: Melissa Lipp 916-774-5268 mllipp@roseville.ca.us

Bids / Purchases / Services

7.2. Flood Risk Reduction Facilities Repair and Replacement Project - Sole Source Purchase Order

Memo from Associate Engineer Joe Anderson and Public Works Director Jason Shykowski recommending the City Council approve a sole source purchase order to Xylem Water Solutions USA in the amount of \$241,333.02 for replacement of pumps and associated pump equipment at five storm drain pump stations located on Cirby and Linda Creeks. A sole source purchase order is recommended because switching suppliers would introduce many compatibility issues resulting in increased costs and inefficiencies to replace and maintain each pump. Funding for the pump replacements comes from the FY2022-23 General Fund year-end budget surplus, and was budgeted into the Flood Risk Reduction Facilities Repair and Replacement Project.

CC #: 3581

File #: 0203-07

CONTACT: Joe Anderson 916-746-1300 jjanderson@roseville.ca.us

7.3. Network Firewalls Subscription and Support - Purchase Order

Memo from Information Security Administrator Cesar Gamez and Chief Information Officer Hong Sae recommending the City Council adopt RESOLUTION NO. 24-359 APPROVING A PURCHASE ORDER FOR THE RENEWAL OF PALO ALTO NETWORK SUBSCRIPTIONS AND SUPPORT. Staff requests Council approve a purchase order with Optiv Security, Inc for subscription and support of the City's network firewalls using the competitively-bid U.S. General Services Administration contract #47QSWA18D008F through Carahsoft, a government contract aggregator. The annual subscription and support cost of \$138,189.99 is included in the approved FY2024-25 Information Technology Operations Fund budget. Staff also requests authorization for three (3) optional one (1) year renewals in an amount not to exceed 6% increases year-over-year without further Council approval, pending Council's approval of the yearly budget.

CC #: 3584

File #: 0203-05

CONTACT: Cesar Gamez 916-774-5408 pcgamez@roseville.ca.us

7.4. Twinwood Park Play Structure Replacement Project - Contract Purchase Agreement

Memo from the Park Planning & Development Manager Tara Gee and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 24-353 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ROSS RECREATION EQUIPMENT COMPANY, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3004062). Staff requests Council approve a contract purchase agreement to replace the play structure at Twinwood Park. Consistent with the Parks, Recreation & Libraries Department's ten-year rehabilitation plan, play structures are upgraded and replaced on a consistent cycle to address wear and tear, to ensure overall public safety and to adhere with any new code compliance requirements. The contract amount is \$145,354.02. Funding was allocated from the General Fund during the FY2023-24 budget to the Parks, Recreation and Library Capital Projects Fund. There will be no additional General Fund impact.

CC #: 3589

File #: 0704-01

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

7.5. Public Safety Radio Equipment - Purchase Orders

Memo from Fire Division Chief Matthew Lauchner and Fire Chief Rick Bartee recommending the City Council approve purchase orders for public safety radio equipment from BK Technologies, Inc, through the use of the State of Washington NASPO Value Point Master Price Agreement #00318, pursuant to Participating Addendum Number 7-22-70-49-18 between the State of

California Department of General Services and BK Technologies, Inc., for the remaining portion of the term of January 1, 2022 thru December 31, 2026. Funding is included in the Fire Department's budget in the General Fund for FY2024-2025 and will be recommended for Council approval in subsequent fiscal year budgets. The estimated cost of purchases for the remaining duration of the contract is estimated at \$750,000.
CC #: 3579

File #: 0203-12

CONTACT: Matthew Lauchner 916-774-5807 mlauchner@roseville.ca.us

7.6. General Construction Services - Contract Purchase Agreements

Memo from Preventative Maintenance Coordinator Blaine Wiegel and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 24-355 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND BULLARD, INC. DBA BULLARD CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3004166); and adopt RESOLUTION NO. 24-356 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND CARTER-KELLY, INCORPORATED, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3004158). Staff requests Council approve and award two (2) contract purchase agreements including four additional one-year renewals with Bullard Inc, dba Bullard Construction, Inc. and Carter-Kelly, Incorporated, to provide general construction services. The estimated total annual cost for the two contract purchase agreements is \$700,000 (up to \$200,000 per year with Bullard Construction and up to \$500,000 per year with Carter-Kelly, Incorporated), and the total not-to-exceed cost including the renewals for both agreements is \$3,500,000. Funding may be provided from the Environmental Utilities Department's rehabilitation funds, construction funds, and operating budgets, as well as the South Placer Wastewater Authority, based on each project's funding source.

CC #: 3591

File #: 0203-09

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

7.7. Fleet Sole Source Truck Purchases and Vehicle Parts and Services – Purchase Order and Contract Purchase Agreement

Memo from Management Analyst Lea Schroeder and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 24-349 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND LEHR UPLIFTERS OPO LLC DBA LEHR AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3004197). Staff requests Council approval of a sole source purchase order to Altec Industries, Inc. for one (1) Altec AN55-E88 articulating non-over center aerial device and two (2) Altec AT41P articulating telescopic aerial devices utilizing Sourcewell contract# 110421-ALT in the amount of \$1,339,269; and approve a

contract purchase agreement with LEHR Upfitters OpCo LLC dba LEHR to provide public safety vehicle parts and services to up-fit vehicles utilizing Placer County's contract# SCN107418. The total cost of parts and services for the contract period of October 1, 2024 to September 30, 2025 will not exceed \$1,800,000. The Altec Industries purchase order is a sole source purchase because Fleet services have standardized on this brand due to price, factory training, and equipment needs of municipalities. Funding for the Altec AN55-E88 and two AT41P aerial devices is included in the FY2024-25 Electric Fund budget. Funding for the LEHR contract purchase agreement is included in the FY2024-25 Fleet Replacement Fund budget and will be recommended in FY2025-26 pending approval of future budgets.

CC #: 3580

File #: 0203-02

CONTACT: Lea Schroeder 916-774-5503 lschroeder@roseville.ca.us

7.8. 316 Vernon Data Center Heating, Ventilation, and Air Conditioning Replacement Project (RFQ 10-3388) - Reject All Bids

Memo from Buyer Tiffany Valdez and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 24-344 REJECTING ALL BIDS FOR THE 316 VERNON DATA CENTER HEATING, VENTILATION, AND AIR CONDITIONING REPLACEMENT PROJECT. Staff requests Council approve a request to reject all bids received for Request for Quotes (RFQ) 10-3388 for the materials and labor to replace the existing Data Center Heating, Ventilation, and Air Conditioning located at 316 Vernon Street. During staff review, it was determined that the bid specifications for HVAC equipment would not meet new California Senate Bill (SB) 1206 environmental legislative requirements. SB 1206 contains requirements to minimize the climate impact of hydrofluorocarbons. Staff plans to issue a new RFQ with updated specifications when the new equipment and refrigerant becomes available in January 2025. There is no fiscal impact at this time since there will be no award.

CC #: 3574

File #: 0203-21

CONTACT: Tiffany Valdez 916-746-1109 tvaldez@roseville.ca.us

Resolutions

7.9. WB-32 The Riviera at Roseville West - Affordable Rental Housing Agreement

Memo from Housing Analyst Suzanne Acrell and Economic Development Director Melissa Anguiano recommending the City Council adopt RESOLUTION NO. 24-354 APPROVING AN AFFORDABLE RENTAL HOUSING AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ROSEVILLE SENIOR AFFORDABLE 2 LP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve an affordable rental housing agreement between the City and Roseville Senior Affordable 2 LP, a California limited partnership for The Riviera at Roseville West affordable housing project in the Sierra Vista Specific Plan. The agreement will support the City's General Plan in

meeting the affordable housing goals. No General Fund resources will be used in the development of this project.

CC #: 3590

File #: 0709

CONTACT: Suzanne Acrell 916-774-5469 sacrell@roseville.ca.us

7.10. Community Development Block Grant Fair Housing Services – Professional Services Agreement

Memo from Housing Analyst Kristine Faelz and Economic Development Director Melissa Anguiano recommending the City Council adopt RESOLUTION NO. 24-346 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND PROJECT SENTINEL, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve a professional services agreement with Project Sentinel, Inc. for the purpose of providing Fair Housing Services funded by Community Development Block Grant grant funds. The total not-to-exceed amount for a maximum five-year period is \$80,000. No General Fund resources will be used.

CC #: 3576

File #: 0709-03

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

7.11. Dry Creek Wastewater Treatment Plant Operations and Laboratory Building Project – Professional Design Services Agreement Amendment

Memo from Senior Engineer Inderpreet Chaggar and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 24-348 APPROVING A FIRST AMENDMENT TO PROFESSIONAL DESIGN SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND 19SIX ARCHITECTS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve the First Amendment to Professional Design Services Agreement with 19six Architects, Inc. to add \$55,485 to complete the design services for the Dry Creek Wastewater Treatment Plant Operations and Laboratory Building Project. Funding for this amendment will be provided from the Dry Creek Wastewater Treatment Plant Operations and Laboratory Building Project budget which is funded by the Wastewater Regional Rehabilitation Fund.

CC #: 3578

File #: 0800-02

CONTACT: Inderpreet Chaggar 916-938-1595 ikchaggar@roseville.ca.us

7.12. Parks Pre-Qualification Procedure Renewal

Memo from Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 24-350 APPROVING THE PRE-QUALIFICATIONS PROCEDURE FOR CERTAIN PARKS, RECREATION & LIBRARIES

PROJECTS AND APPROVING THE ADMINISTRATIVE HEARING PROCESS FOR APPEALS. Based on the need to more effectively and efficiently administer the construction of these projects, due to a narrower construction window in order to comply with regulatory guidelines such as storm water pollution and prevention, air quality, etc., that there is more work than companies to perform the work, and an unstable construction environment that has affected the overall industry, it has become more challenging to attract qualified contractors. In order to address these concerns, staff has determined that it would be best to pre-qualify all prime contractors seeking to bid specific park projects. There is no direct fiscal impact in approving the pre-qualification and appeals process. It is expected that the adoption of this process and the resolution will garner similar results experienced in previous years and will attract qualified bidders, resulting in the best value for the City.

CC #: 3586

File #: 0704

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

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

Memo from Parks, Recreation and Libraries Manager Jeff Nereson and Parks, Recreation and Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 24-345 APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ROSEVILLE AND THE ROSEVILLE CITY SCHOOL DISTRICT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approval of the Memorandum of Understanding with the Roseville City School District (RCSD) for the After School Education and Safety Program (ASES). ASES is an after school tutoring and enrichment program that provides opportunity for up to 120 students at Cirby Elementary School and 100 students at Woodbridge Elementary School at no cost to participating families. The Parks, Recreation & Libraries Department has collaborated with RCSD to implement this after school program. The RCSD reimburses the City up to \$305,000 of the grant funds they receive for this program to offset the City's expense to operate the program. On June 5, 2024, Council adopted resolution 24-198, approving the Youth Development Program Funding Policy, allowing for support from the General Fund for expenses including losses incurred by subsidized programs if needed. If the funds provided by RCSD do not sufficiently cover program expenses, some support may be required from the General Fund. Staff are diligent to manage this program to keep losses, if any, to a minimum.

CC #: 3575

File #: 0704

CONTACT: Jeff Nereson 916-774-5974 jnereson@roseville.ca.us

7.14. Rubberized Pavement Grant Program - Grant Authorization

Memo from Associate Engineer Jesse Khatkar and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 24-351 APPROVING A GRANT APPLICATION TO THE CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY, AND

AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ALL RELATED FORMS AND AGREEMENTS ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council authorization to submit a grant application that will allow the City to receive up to \$100,000 through the Rubberized Pavement Grant Program. If awarded, funds would be applied to the Fairway Dr and Junction Blvd Resurfacing Project. The project is estimated to cost \$3,534,000 and is funded by the Roseville Finance Authority Capital Project Fund and Regional Surface Transportation Grant Funds. No General Fund resources are included for this project.

CC #: 3587

File #: 0800-04 & 0214

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

7.15. Succession Management Program - Professional Services Agreement

Memo from Assistant Human Resource Director Janie Carduff and Human Resource Director Stacey Peterson recommending the City Council adopt RESOLUTION NO. 24-357 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND BAKER TILLY ADVISORY GROUP, LP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve a service agreement with Baker Tilly Advisory Group, LP for the development and implementation of a Succession Management Program for the Environmental Utilities and Electric Departments. The not-to-exceed amount of the agreement is \$128,900 per their cost proposal plus \$25,000 for additional work for templating materials and information for other departments. The Environmental Utilities, Electric, and Human Resources Department have included funds for this program development in their FY2024-25 budgets. No additional funds are being requested.

CC #: 3592

File #: 0600-05

CONTACT: Janie Carduff 916-774-5205 jcarduff@roseville.ca.us

7.16. Sacramento Emergency Clean Air Transportation Grant - Agreement Amendment

Memo from Alternative Transportation Manager Ed Scofield and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 24-352 APPROVING AN AIR QUALITY GRANT CONTRACT TERM EXTENSION, BY AND BETWEEN THE SACRAMENTO METROPOLITAN AIR QUALITY MANAGEMENT DISTRICT AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve a contract term extension for a Sacramento Emergency Clean Air Transportation (SECAT) grant. Due to circumstances beyond staff's control, the delivery of these zero-emission buses has taken longer than expected and it has become necessary to extend the termination date to December 31, 2028. There is no fiscal impact if the contract extension is executed. If the contract extension is not executed, staff will have to

identify \$400,000 in substitute funding to replace the SECAT dollars.

CC #: 3588

File #: 0214 & 0721

CONTACT: Ed Scofield 916-774-5449 ecscofield@roseville.ca.us

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

7.17. Northwest Park Rehabilitation Project – New Non-Capital Multi-Year Project Approval and Budget Adjustment

Memo from the Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Jill Geller recommending the City Council approve a new non-capital project and adopt ORDINANCE NO. 6876 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2024-25 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION. The Northwest Community Facilities District bond matured in September 2020. A small balance was left and since that time has accrued interest. These funds can be made available to address rehabilitation projects within the Northwest area. The target expenditures are proposed for the Northwest neighborhood parks. Rehabilitation projects could include: park paving and hardscape repairs; shade shelter replacement; site furnishing replacement, including drinking fountains; bark mulch replenishment; play area engineered wood fiber replenishment; and minor landscape and irrigation upgrades. This request seeks Council approval of a budget adjustment allocating \$18,555 from the Northwest CFD #1 Fund and \$54,507 from the Northwest CFD #1 Capital Fund for park rehabilitation projects in the Northwest specific plan area for a total amount of \$73,062. There is no impact to the General Fund.

CC #: 3585

File #: 0704 & 0201-01

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

7.18. Virtual Desktop Exploration - Project Cancellation and Budget Adjustment

Memo from Management Analyst Austin Murray and Chief Information Officer Hong Sae recommending the City Council adopt ORDINANCE NO. 6877 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2024-25 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council authorize the cancellation of the Virtual Desktop Exploration project and approve a budget adjustment in the amount of \$20,000 to defund the entirety of the project and return 100% of unspent project budget to fund balance. The existing \$20,000 project budget was funded by the Information Technology Replacement Fund, the Water Rehabilitation Fund, Wastewater Rehabilitation Fund, the Waste Services Rehabilitation fund, and the Electric fund. The recommended budget adjustment will return the \$20,000 to fund balance in the following funds as follows: \$12,674 to the IT Replacement Fund, \$1,309 to the Water Rehabilitation Fund, \$1,828 to the Wastewater Rehabilitation Fund, \$1,277 to the Solid Waste Rehab Fund, and \$2,912 to the

Electric Fund.

CC #: 3593

File #: 0201-01

CONTACT: Austin Murray 916-774-5158 admurray@roseville.ca.us

Ordinances (for second reading and adoption)

7.19. Second Reading - Infill Parcel 198 (100 Stonehouse Court) WellSpace Health - Rezone

ORDINANCE NO. 6875 AMENDING ZONING ORDINANCE NO. 5428 OF THE CITY OF ROSEVILLE CHANGING THE ZONING OF CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF ROSEVILLE, for second reading and adoption.

CC #: 3582

File #: 0400-02 & 0400-04-17-2

CONTACT: Escarlet Mar 916-774-5247 emar@roseville.ca.us

7.20. Second Reading - Roseville Municipal Code Amendment – Kennel Licenses

ORDINANCE NO. 6878 AMENDING SECTIONS 7.20.010 AND 7.20.020 OF CHAPTER 7.20 OF TITLE 7 OF THE ROSEVILLE MUNICIPAL CODE REGARDING KENNEL LICENSES, for second reading and adoption.

CC #: 3594

File #: 0323

CONTACT: Travis Cochran 916-774-5325 tecochran@roseville.ca.us

Reports / Requests

7.21. North Central Roseville Specific Plan PCL 34C - 6718 Stanford Ranch Road - Parcel Map

Memo from Associate Engineer Jeff Hendrix and Development Services Director Mike Isom recommending the City Council approve the North Central Roseville Specific Plan PCL 34C – Parcel Map, located at 6718 Stanford Ranch Road. Engineering has completed its review of the final map and found it to be in compliance with the approved tentative map. This map will be creating two commercial and one public right of way lot. The actions requested have no fiscal impact to the City's General Fund.

CC #: 3583

File #: 0400-07 & 0400-04-04-02

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

END OF CONSENT CALENDAR

8. SPECIAL REQUESTS/REPORTS/PRESENTATION

8.1. Roseville Soccer Complex Naming Rights - Sponsorship Agreement and

Budget Adjustment

Memo from Parks, Recreation & Libraries Manager Jeff Nereson and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 24-347 APPROVING A SPONSORSHIP AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SOUTH PLACER COUNTY TOURISM CORPORATION DBA PLACER VALLEY TOURISM, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6880 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2024-25 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approve a sponsorship agreement with South Placer County Tourism Corporation dba Placer Valley Tourism for naming rights of the soccer complex and approve a budget adjustment for \$50,000 in sponsorship revenue to increase the fund balance in the new Soccer Complex Capital Fund. Placer Valley Tourism will provide annual sponsorship payments to the City totaling \$5,000,000 over the 12-year term of this agreement. Per this agreement, the soccer complex will be named the Placer Valley Soccer Complex.

CC #: 3596

File #: 0704-01 & 0201-01

CONTACT: Jeff Nereson 916-774-5974 jnereson@roseville.ca.us

8.2. Roseville Soccer Complex - Plaza Complex Sponsorship Agreement and Budget Adjustment

Memo from Parks, Recreation & Libraries Manager Jeff Nereson and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 24-358 APPROVING A SPONSORSHIP AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ROSEVILLE AUTOMALL ASSOCIATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6879 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2024-25 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approval of a sponsorship agreement with the Roseville Automall Association for naming rights at the north and south plaza areas at the Soccer Complex and approve a budget adjustment for \$10,000 in sponsorship revenue to increase the fund balance in the Soccer Complex Capital Fund. The Roseville Automall Association will provide an annual sponsorship payment of \$40,000 to the City, totaling \$120,000 over the 3-year term of this agreement. The agreement specifies that the soccer complex's north and south plaza areas will be named the Roseville Automall North Plaza and the Roseville Automall South Plaza.

CC #: 3595

File #: 0704-01 & 0201-01

CONTACT: Jeff Nereson 916-774-5974 jnereson@roseville.ca.us

9. RESOLUTIONS

9.1. California Department of Water Resources Generating Units - Agreement Amendment

Memo from Assistant Electric Utility Director William Forsythe and Electric Utility Director Dan Beans recommending the City Council adopt RESOLUTION NO. 24-360 APPROVING A SECOND AMENDED SITE USE AND INSTALLATION AGREEMENT AND NON-DISCLOSURE AGREEMENT, BETWEEN THE CITY OF ROSEVILLE AND THE CALIFORNIA DEPARTMENT OF WATER RESOURCES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THEM ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approval of an amended agreement between the City and the California Department of Water Resources (CDWR) regarding the CDWR generators located at the Roseville Energy Park. The amended agreement would serve several distinct purposes, including documentation and completion of the title transfer of the CDWR generators to Roseville, initiating a due diligence study to determine opportunities for Roseville to site additional generators for CDWR, and execution of a non-disclosure agreement between the City and CDWR regarding the due diligence study. This amendment will give Roseville immediate title to CDWR's units and will enable Roseville to utilize the capacity and energy benefits for Roseville customers, offsetting purchases from other generation sources in high demand months, and enabling energy and capacity sales in low demand months.

CC #: 3577

File #: 0800-03

CONTACT: William Forsythe 916-774-5619 wforsythe@roseville.ca.us

10. COUNCIL REPORTS / PUBLIC COMMENTS

11. ADJOURNMENT



COUNCIL COMMUNICATION

CC #:

File #:

Title: Meeting Heading

Contact:

Meeting Date: 10/16/2024

Item #: 0.1.



COUNCIL COMMUNICATION

CC #: 3598
File #: 0102-10

Title: Resolution - Roseville Housing Authority 50th Anniversary
Contact: Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

Meeting Date: 10/16/2024
Item #: 5.1.

RECOMMENDATION TO COUNCIL

Congratulate Roseville Housing Authority on its 50th anniversary as a valued establishment that has made tremendous contributions to the Roseville community.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or 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. Ceremonial documents meet the above criteria and are not subject to CEQA. No additional environmental review is required.

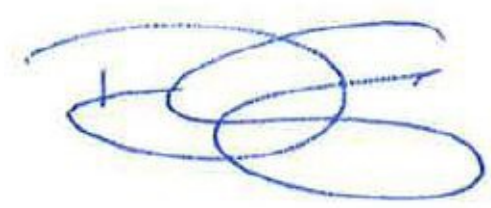
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal B - Support community engagement and advocacy

Respectfully Submitted,

Blair Hutchison, City Clerk Technician

Carmen Avalos, City Clerk

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

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution - Roseville Housing Authority 50th Anniversary

Resolution

WHEREAS, the United States Housing Act of 1937 provided for Federal Housing program initiatives and thereby the Roseville Housing Authority was established on October 4th 1974 and began providing rental assistance in August of 1980; and

WHEREAS, since 1980, the Roseville Housing Authority has been awarded federal funds in the amount of \$132,377,000 for rental assistance with additional federal funds used to administer the programs; and

WHEREAS, the Roseville Housing Authority provides rental assistance for up to 852 households, the majority of which have a head of household that is elderly or disabled; and

WHEREAS, the Roseville Housing Authority administers the Family Self-Sufficiency program, offering an incentive to finding and maintaining employment by creating interest earning savings accounts when the participants portion of rent increases due to wages; and

WHEREAS, since its inception in 1992, 230 families have participated in this valuable program; and

WHEREAS, since 2014, the Roseville Housing Authority administers the Veterans Affairs Supportive Housing (HUD-VASH) program, offering rental assistance to veterans with the assistance of Veteran's Affairs and has assisted approximately 166 veterans with housing assistance; and

WHEREAS, Roseville Housing Authority created the Landlord Incentive Program in March of 2023 which attracted 50 new property owners in 18 months. This successful program allowed RHA to house 141 households and increase the lease success rate to 97%; and

WHEREAS, the Roseville Housing Authority was awarded 20 Foster Youth Initiative vouchers in August 2024 to broaden housing choice for the region's foster youth who are homelessness or at risk of homelessness; and

WHEREAS, the Roseville Housing Authority has earned the designation of "High Performer" by the Department of Housing and Urban Development for the past 20 years; and

WHEREAS, the Roseville Housing Authority endeavors to enhance the quality of life for Roseville and Rocklin residents by effectively administering rental assistance funds, and offering opportunities for safe, decent and affordable housing while providing a high level of customer service.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, that the **ROSEVILLE HOUSING AUTHORITY** be congratulated on its 50th anniversary as a valued establishment that has made tremendous contributions to the Roseville community.

SIGNED and APPROVED this 16th day of October 2024.



BRUCE HOUDESHELDT, MAYOR



COUNCIL COMMUNICATION

CC #:

File #:

Title: Consent Calendar

Contact:

Meeting Date: 10/16/2024

Item #:



COUNCIL COMMUNICATION

CC #: 3597
File #: 0102-03

Title: Minutes of Prior Meeting
Contact: Melissa Lipp 916-774-5268 mllipp@roseville.ca.us

Meeting Date: 10/16/2024
Item #: 7.1.

RECOMMENDATION TO COUNCIL

Approve the minutes of the October 2, 2024 City Council Meeting.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

There is no fiscal impact associated with this request.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

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 City Council minutes are not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Melissa Lipp, City Clerk Technician

Carmen Avalos, City Clerk



Dominick Casey, City Manager

ATTACHMENTS:

Description

October 2, 2024



MINUTES

October 2, 2024

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

1. CALL TO ORDER

Mayor Bruce Houdesheldt called the meeting to order at 6:00 p.m.

2. ROLL CALL

Present: Vice Mayor Krista Bernasconi, Councilmember Scott Alvord, Councilmember Pauline Roccucci, Mayor Bruce Houdesheldt.

Absent: Councilmember Tracy Mendonsa

3. PLEDGE OF ALLEGIANCE

Charles Krafka led the Pledge of Allegiance.

4. MEETING PROCEDURES

City Clerk Carmen Avalos announced the procedures for addressing the City Council.

5. PUBLIC COMMENTS

Jay Ramos requested the public be given the ability to make public comment be available on YouTube.

Brian Fairclough volunteer with the United Sovereign Americans spoke on a resolution regarding voter integrity.

Rob Dobbins read the resolution regarding voter integrity.

William Traithen continued reading the resolution.

Laura Burns continued reading the resolution.

Adrian Uhl concluded the presentation.

6. CONSENT CALENDAR

BEGINNING OF CONSENT CALENDAR

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

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

Absent: Mendonsa

Minutes

6.1. Minutes of Prior Meeting

Memo from City Clerk Technician Melissa Lipp and City Clerk Carmen Avalos recommending the City Council approve the minutes of the September 18, 2024 City Council Meeting.

CC #: 3573

File #: 0102-03

CONTACT: Melissa Lipp 916-774-5268 mllipp@roseville.ca.us

Bids / Purchases / Services

6.2. 116 S. Grant Street Tenant Improvements Phase 2 - Purchase Order and Increase to Change Order Authority

Memo from Project Coordinator Lori Crittenden and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 24-338 APPROVING AN INCREASE IN CHANGE ORDER AUTHORITY. Staff requests Council approve a purchase order with Friant and Associates, LLC for 116 S. Grant Street, in the amount of \$598,307.76, for office furniture purchases, using a competitively procured purchasing contract through The Interlocal Purchasing System. Staff also requests approval to increase the change order authority on the Design-Assist Construction Agreement with Bullard, Inc. for the 116 S. Grant Street tenant improvements from 10% to 15%, an additional \$242,751.15, in order to complete construction of the project. Funding for this work is included in the 116 S. Grant Street Building Improvements Project budget in the Electric Fund.

CC #: 3564

File #: 0203-13

CONTACT: Lori Crittenden 916-774-5707 lcrittenden@roseville.ca.us

6.3. Roseville Transit Comprehensive Operational Analysis - Contract Purchase Agreement Amendment

Memo from Alternative Transportation Manager Ed Scofield and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 24-335 APPROVING CONTRACT PURCHASE AGREEMENT AMENDMENT NO. 1, BY AND BETWEEN THE CITY OF ROSEVILLE AND INNOVATE MOBILITY, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3003167). Staff requests Council approve a first amendment to the contract purchase agreement with Innovate Mobility, LLC, to complete additional analysis as a part of Roseville Transit's Comprehensive Operational Analysis (COA). The COA work is closely tied to critical components of the transit operations service provider Request for Proposal (RFP) being released next year. Staff's ability to use Innovate Mobility will ensure the COA recommendations are adequately outlined in the RFP process based on their detailed knowledge of all COA elements. Amendment No. 1 to the Innovate Mobility contract will add \$30,000 to the not-to-exceed amount of \$156,959.18, for an updated total contract of \$186,959.18. Funding for the amendment would come from a Caltrans Sustainable Communities grant. Local Transportation Funds would provide the necessary match. No General Fund resources will be used on this amendment. There is sufficient funding in the Roseville Transit Comprehensive Operational Analysis Project budget.

CC #: 3561

File #: 0721

CONTACT: Ed Scofield 916-774-5449 ecscofield@roseville.ca.us

Resolutions

6.4. Cost Allocation Plan and Indirect Cost Rate Proposal - Professional Services Agreement Amendment

Memo from Budget Manager Nancy Rothlisberger and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 24-333 APPROVING A SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND MGT IMPACT SOLUTIONS, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve an amendment to the professional services agreement with MGT Impact Solutions, LLC, the City's cost allocation plan and indirect cost rate proposal consultant. The \$33,720 cost of the amendment is included in existing FY2024-25 appropriations in the Finance Department budget in the General Fund.

CC #: 3557

File #: 0200

CONTACT: N. Rothlisberger 916-774-5314 nrothlisberger@roseville.ca.us

6.5. Occupational Health Services – Increase in Spending Authority

Memo from Human Resources Technician Michele Fitzgerald and Human Resources Director Stacey Peterson recommending the City Council adopt

RESOLUTION NO. 24-339 APPROVING AN INCREASE IN SPENDING AUTHORITY. Staff requests Council approve an increase in spending authority for a professional services agreement for Occupational Health Services with Mobile-Med Work Health Solutions, Inc. that was initially approved by City Council on January 20, 2021. The estimated expenditures for these services will increase from \$210,000 to up to \$425,000 through the term of the contract in January 2026. The Human Resources Department and Fire Department budgets in the General Fund have funds to cover the increased costs within the current fiscal year budget.

CC #: 3565

File #: 0600-04

CONTACT: Michele Fitzgerald 916-774-5217 mjfitzgerald@roseville.ca.us

6.6. Schedule of User and Regulatory Fees - Addition of Affordable Housing Project Fee Deferral Administrative Fee and Interest Rate

Memo from Economic Development Analyst Gina McColl and Economic Development Director Melissa Anguiano recommending the City Council adopt RESOLUTION NO. 24-340 ADOPTING AN AMENDED SCHEDULE OF USER AND REGULATORY FEES. Staff requests Council approve an update to the Schedule of User and Regulatory Fees to add an Administrative Fee and Interest Rate for Affordable Housing Projects related to Section 4.04.040 of Chapter 4.04 of Title of the Roseville Municipal Code regarding nonresidential development impact fee deferrals. Administrative processing fees will be charged on fee deferrals to cover the costs, resulting in no fiscal impact to the General Fund. Interest charged will result in no fiscal impact from fee deferrals on the development impact fee programs. The fee deferral program incentivizes affordable housing projects that bring additional construction jobs and helps the City achieve the job housing balance necessary to support the community.

CC #: 3566

File #: 0215

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

6.7. Baseline Road - Segment 3 and a Portion of Segment 2 Project - Notice of Completion

Memo from Construction Inspector Andrew Druck and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 24-332 ACCEPTING THE PUBLIC WORK KNOWN AS BASELINE ROAD – SEGMENT 3 AND A PORTION OF SEGMENT 2 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING A PORTION OF THE DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. Staff requests Council accept Baseline Road - Segment 3 and a Portion of Segment 2, CWJ # 190854, as complete and authorizing the City Engineer to execute the Notice of Completion. The Engineering Division has made final inspection of the project and has found the civil improvement work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 3556

File #: 0400-04-12-1

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

6.8. Zero Emissions Bus Depot Phase 1 Project - Notice of Completion

Memo from Project Supervisor Andre Baranov and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 24-337 ACCEPTING THE PUBLIC WORK KNOWN AS THE ZERO EMISSIONS BUS DEPOT PHASE 1 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. Staff request Council approve the Zero Emissions Bus Depot Phase 1 Project as complete. The project was funded with Local Transportation Funds, Electric Funds, Air Quality Mitigation Funds, Low Carbon Transit Operations Program Grant monies, Placer County Air Pollution Control District Grant monies, and American Rescue Plan Act monies. The original project budget approved as part of Ordinance 6533, including construction and soft costs, was increased from \$4,906,000 through Ordinances 6653 and 6692 to a total of \$5,202,054 to reflect available grant funding and additional scope of work. The project had no fiscal impact on the General Fund.

CC #: 3563

File #: 0721

CONTACT: Andre Baranov 916-774-5342 ajbaranov@roseville.ca.us

6.9. Greater Sacramento Economic Council - Economic Development Agreement and Expenditure of Membership Funds for FY2024-25

Memo from Economic Development Director Melissa Anguiano recommending the City Council adopt RESOLUTION NO. 24-334 APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE GREATER SACRAMENTO ECONOMIC COUNCIL, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the expenditure of membership funds for the Greater Sacramento Economic Council in the amount of \$61,171. The purpose of the membership with the Greater Sacramento Economic Council is to attract, grow, support, and expand industry, businesses, and jobs, assist small businesses and entrepreneurs and promote the City as a place to do business. Funding for this membership was included in the Economic Development Department's FY2024-25 membership budget in the General Fund.

CC #: 3559

File #: 0106-01 & 0110

CONTACT: Melissa Anguiano 916-774-5284 mvanguiano@roseville.ca.us

Ordinances (for introduction and first reading)

6.10. Roseville Municipal Code Amendment – Kennel Licenses

Memo from Deputy City Attorney Travis Cochran and Animal Control Supervisor

Sarah Cooper recommending the City Council introduce for first reading an ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTIONS 7.20.010 AND 7.20.020 OF CHAPTER 7.20 OF TITLE 7 OF THE ROSEVILLE MUNICIPAL CODE REGARDING KENNEL LICENSES. Chapter 7.20 of the Roseville Municipal Code regulates kennel licenses within the City. A recent amendment to state law now requires submission of a natural disaster evacuation plan as a condition to receiving a kennel license. This ordinance will incorporate such requirement into the Roseville Municipal Code. The City has also received numerous requests to increase the number of dogs that may be kept at a property without a kennel license. This ordinance would allow up to four dogs on a single premises without a kennel license. There is no fiscal impact associated with the proposed ordinance.

CC #: 3560

File #: 0323

CONTACT: Travis Cochran 916-774-5325 tecochran@roseville.ca.us

Reports / Requests

6.11.Fiddymment Ranch - Phase 1 Parcel F-30 - Parcel Map

Memo from Associate Engineer Edward Winston and Development Services Director Mike Isom recommending the City Council approve the Fiddymment Ranch - Phase 1 Parcel F-30 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 3 lots for future development. The actions requested have no fiscal impact to the City's General Fund.

CC #: 3558

File #: 0400-07

CONTACT: Edward Winston (916) 774-5432 ewinston@roseville.ca.us

Ceremonial Documents

6.12.Proclamation - Cybersecurity Month October 2024

Proclaim October 2024 as Cybersecurity Awareness Month in Roseville and officially support the National Cybersecurity Awareness Month, 'Secure our World', and the National Public Awareness Campaign, 'Stop. Think. Connect.™', and call upon all employees, residents and visitors of Roseville to become educated about cybersecurity and put that knowledge into practice to keep our connected community safe from cyber threats.

CC #: 3567

File #:0102-06

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

END OF CONSENT CALENDAR

7. RESOLUTIONS

7.1. Retired Annuitant 180-Day Wait Period Exception

Memo from Human Resources Manager Macy Dippert and Human Resources Director Stacey Peterson recommending the City Council adopt RESOLUTION NO. 24-336 RESOLUTION FOR EXCEPTION TO THE 180-DAY WAIT PERIOD GOVERNMENT CODE SECTIONS 7522.56 AND 21224. Staff requests Council approve an exception to the 180-day wait period for public agencies to hire a retired annuitant as allowed by the California Public Employees' Retirement System and California Public Employees' Pension Reform Act of 2013 and in compliance with California Government Code Sections 7522.56 and 21224. The request would allow recently retired Bryan Buchanan, Wastewater Utility Manager, to be rehired as an annuitant, without waiting the 180 days after the retirement waiting period. Mr. Buchanan would be brought back based on his specialized knowledge and skills needed to complete several complex, critical wastewater projects. Based on the 960-hour limit that a retired annuitant may work, the maximum fiscal impact is estimated to be \$76,442.69. This can be absorbed in the current Environmental Utilities Department's FY2024-25 budget in the Wastewater Operations Fund due to salary savings from vacant positions.

CC #: 3562

File #: 0600

CONTACT: Macy Dippert 916-774-5215 mdippert@roseville.ca.us

Human Resources Manager Macy Dippert made the presentation to the City Council.

No public comment received.

Motion by Pauline Roccucci, seconded by Scott Alvord, to adopt RESOLUTION NO. 24-336 RESOLUTION FOR EXCEPTION TO THE 180-DAY WAIT PERIOD GOVERNMENT CODE SECTIONS 7522.56 AND 21224. The Motion Passed.

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

Absent: Mendonsa

8. PUBLIC HEARING

8.1. Infill Parcel 198 (100 Stonehouse Court) WellSpace Health - Rezone

Memo from Associate Planner Escarlet Mar and Development Services Director Mike Isom recommending the City Council consider the WellSpace Health Initial Study/Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program and adopt the two (2) findings of fact and introduce for first reading an ORDINANCE CHANGING THE ZONING OF CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF ROSEVILLE. The Rezone will allow WellSpace Health Placer Community Health Center to operate on the site with approval of a Conditional Use Permit. Application costs were borne by the applicant, and the project is required to pay all applicable impact fees. The project is not anticipated to result in negative impacts on the City's General Fund. In fact,

the beneficial reuse of the facility as a medical use is expected to have a positive fiscal impact to the City.

CC #: 3551

File #: 0400-02 & 0400-04-17-2

CONTACT: Escarlet Mar 916-774-5247 emar@roseville.ca.us

Mayor Bruce Houdesheldt opened the public hearing at 6:22 p.m.

Planning Manager Greg Bitter introduced Senior Planner Derek Ogden and Associate Planner Escarlet Mar.

Associate Planner Escarlet Mar made the presentation to the City Council.

Applicant Ben Avey spoke in support of the project.

Murial Moore requested clarification on if medical staff certification would be considered by the City.

Mayor Bruce Houdesheldt closed the public hearing at 6:36 p.m.

Motion by Scott Alvord, seconded by Pauline Roccucci to consider the WellSpace Health Initial Study/Mitigated Negative Declaration and the Mitigation Monitoring and reporting program and two (2) findings of fact and introduce for first reading an ORDINANCE CHANGING THE ZONING OF CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF ROSEVILLE. The Motion Passed.

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

Absent: Mendonsa

8.2. WB-32 Roseville Senior Affordable Housing Project - Fee Deferrals and Government Financing Agreement

Memo from Economic Development Analyst Gina McColl and Economic Development Director Melissa Anguiano recommending the City Council adopt RESOLUTION NO. 24-341 APPROVING FEE DEFERRALS FOR THE WB-32 ROSEVILLE SENIOR AFFORDABLE HOUSING PROJECT; and adopt RESOLUTION NO. 24-342 APPROVING PARK DEVELOPMENT IMPACT FEE DEFERRALS FOR THE WB-32 ROSEVILLE SENIOR AFFORDABLE HOUSING PROJECT; and adopt RESOLUTION NO. 24-343 APPROVING A GOVERNMENT FINANCING AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ROSEVILLE SENIOR AFFORDABLE 2 LP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT AND ALL NECESSARY DOCUMENTS TO EFFECTUATE ITS PURPOSE ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve an extended fee deferral in the amount of \$2,220,328, a fee deferral of park development impact fees in the amount of \$1,007,424, a Government Financing Agreement, and authorize the City Manager to execute it and all necessary documents on behalf of the City to effectuate its purpose

for the WB-32 Roseville Senior Affordable Housing Project. The requested deferrals will not result in a negative impact to the City's General Fund or the affected development impact fee programs. Administrative fees equivalent to staff's time necessary to process and track the deferrals will be charged to each associated building permit and interest will be charged on all monies deferred.

CC #: 3568

File #: 0215

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

Mayor Bruce Houdesheldt opened the public hearing at 6:36 p.m.

Economic Development Analyst Gina McColl made the presentation to the City Council.

No public comment received.

Mayor Bruce Houdesheldt closed the public hearing at 6:42 p.m.

Motion by Krista Bernasconi, seconded by Pauline Roccucci, to adopt RESOLUTION NO. 24-341 APPROVING FEE DEFERRALS FOR THE WB-32 ROSEVILLE SENIOR AFFORDABLE HOUSING PROJECT; and adopt RESOLUTION NO. 24-342 APPROVING PARK DEVELOPMENT IMPACT FEE DEFERRALS FOR THE WB-32 ROSEVILLE SENIOR AFFORDABLE HOUSING PROJECT; and adopt RESOLUTION NO. 24-343 APPROVING A GOVERNMENT FINANCING AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ROSEVILLE SENIOR AFFORDABLE 2 LP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT AND ALL NECESSARY DOCUMENTS TO EFFECTUATE ITS PURPOSE ON BEHALF OF THE CITY OF ROSEVILLE. The Motion Passed.

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

Absent: Mendonsa

9. COUNCIL REPORTS / PUBLIC COMMENTS

City Manager Dominick Casey congratulated staff on awards won and showed a video.

No public comment received.

Placer County Water Agency Quarterly Water Meeting - Councilmember Pauline Roccucci reported on attendance.

Northern California Powers Association Conference - Councilmember Pauline Roccucci reported on attendance.

Councilmember Scott Alvord reported on various community activities.

Vice Mayor Krista Bernasconi acknowledged Executive Vice President of Greater Sacramento Economic Council, Troels Adrian, for being at the meeting.

Mayor Bruce Houdesheldt reported on various community activities.

10. ADJOURNMENT

Mayor Bruce Houdesheldt adjourned the meeting at 7:01 p.m.



COUNCIL COMMUNICATION

CC #: 3581
File #: 0203-07

Title: Flood Risk Reduction Facilities Repair and Replacement Project - Sole Source Purchase Order
Contact: Joe Anderson 916-746-1300 jjanderson@roseville.ca.us

Meeting Date: 10/16/2024
Item #: 7.2.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve a sole source purchase order to Xylem Water Solutions USA (Xylem) in the amount of \$241,333.02 for storm drain sump pumps and associated pump equipment for the rehabilitation of five pump station locations near Cirby Creek and Linda Creek.

BACKGROUND

Following the major floods of 1986 and 1995, Roseville invested significant resources into enhancing flood resilience in the community. This increased focus on floodplain management and disaster mitigation led to the design and construction of the Cirby-Linda-Dry Creek Flood Control Project (CLD FCP) which was constructed from 1996 to 2003. The CLD FCP included the construction of floodwalls and levees adjacent to low-lying neighborhoods within the floodplain along Cirby Creek and Linda Creek from Interstate 80 to Old Auburn Road, increasing flood protection for 317 structures. A critical component of the levee and floodwall system was the design and construction of five pump stations which collect local street drainage and pump into the creek. If a pump station were to fail, storm drain runoff would pond and collect in the neighborhood potentially flooding nearby structures.

The five pump stations are located adjacent to the following properties:

- 801 Elisa Way – upstream of Interstate 80 on Cirby Creek
- 720 Sunrise Ave – within the Twin Creek Commons Community on Cirby Creek
- 36 Lora Way – within the Country Villa Mobile Estates community on Linda Creek
- 26 Lora Way – within the Country Villa Mobile Estates community on Linda Creek
- 1425 West Colonial Pkwy – downstream of Old Auburn Blvd on Linda Creek

Annual inspections by staff noted wearing and antiquated equipment in use in all five pump station sites. Although major failures have not occurred, many critical components in these pump stations are beyond their useful lifespan and replacement is recommended to avoid failures. The

recommended purchase order will enable staff to purchase an exact match of each component to be replaced. Although other manufacturers are available, switching would introduce many compatibility issues resulting in increased costs and inefficiencies to replace and maintain each pump.

With approval of this purchase order, staff anticipates replacement will begin in early November of this year and be completed in spring 2025. Installation will be completed in-house by Environmental Utilities Department staff as permitted by sufficient breaks in wet weather.

FISCAL IMPACT

There are adequate funds in the Flood Risk Reduction Facilities Repair and Replacement Project budget to fund the sole source purchase order for \$241,333.02. The project was funded by FY2022-23 General Fund year-end budget surplus.

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 purchase order meets the above criteria and is not subject to CEQA.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community
Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Joe Anderson, Associate Engineer

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Xylem Quote Terms Conditions



**Xylem Water Solutions USA, Inc.
Flygt Products**

September 18, 2024

790-A Chadbourne Rd
Fairfield, CA 94534
Tel (707) 422-9894
Fax (707) 422-9808

CITY OF ROSEVILLE
1800 BOOTH RD
1800 BOOTH RD
ROSEVILLE CA 95747-9708

Quote # 2024-FFB-0310
Project Name: Roseville
Job Name: 3127 and 3171 pumps

Flygt, a Xylem brand, is pleased to provide a quote for the following equipment.

Elisa Way

Qty	Part Number	Description	Unit Price	Extended Price
1	3171.185-0202	Flygt Model NP-3171.185 10" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 25 HP 1150 RPM motor, 615 impeller, 1 x 50 Ft. length of SUBCAB 4G25+S(2x0,5) submersible cable, FLS leakage detector, volute is prepared for Flush Valve	\$ 41,280.00	\$ 41,280.00

Lee Way

Qty	Part Number	Description	Unit Price	Extended Price
2	3127.060-0451	Flygt Model NP-3127.060 6" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 10 HP 1750 RPM motor, 426 impeller, 1 x 50 Ft. length of SUBCAB 4G6+2x1,5 submersible cable, FLS leakage detector, volute is prepared for Flush Valve	\$ 15,231.00	\$ 30,462.00

Lora Way

Qty	Part Number	Description	Unit Price	Extended Price
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Qty	Part Number	Description	Unit Price	Extended Price
2	3171.185-0404	Flygt Model NP-3171.185 10" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 25 HP 1150 RPM motor, 614 impeller, 1 x 50 Ft. length of SUBCAB 4G25+S(2x0,5) submersible cable, FLS leakage detector, volute is prepared for Flush Valve	\$ 41,280.00	\$ 82,560.00

Twin Creek

Qty	Part Number	Description	Unit Price	Extended Price
2	3127.060-1166	Flygt Model NP-3127.060 6" volute Submersible pump equipped with a 230 Volt / 3 phase / 60 Hz 10 HP 1750 RPM motor, 426 impeller, 1 x 50 Ft. length of SUBCAB 4G6+2x1,5 submersible cable, FLS leakage detector, volute is prepared for Flush Valve	\$ 15,231.00	\$ 30,462.00

West Colonial

Qty	Part Number	Description	Unit Price	Extended Price
2	3127.060-1166	Flygt Model NP-3127.060 6" volute Submersible pump equipped with a 230 Volt / 3 phase / 60 Hz 10 HP 1750 RPM motor, 426 impeller, 1 x 50 Ft. length of SUBCAB 4G6+2x1,5 submersible cable, FLS leakage detector, volute is prepared for Flush Valve	\$ 15,231.00	\$ 30,462.00

Total Price	\$ 215,226.00
7.75% Sales Tax	\$ 16,680.02
Freight Charge	\$ 9,427.00

Total Price	\$ 241,333.02
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Terms & Conditions

This order is subject to the negotiated Terms and Conditions between the City of Roseville and Xylem Americas effective on the date the order is accepted.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2020)
See Freight Payment (Delivery Terms) below.



Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Time of delivery: Please consult your local Flygt Branch Office to get fabrication and delivery lead times.

Terms of delivery: PP/Add Order Position

Terms of payment: Seller shall be paid upon submission of acceptable invoices for materials and supplies delivered and accepted or services rendered and accepted. See negotiated Terms and Conditions, Article VI – Payment

Schedule: Please consult your local Flygt Branch Office to get fabrication and delivery lead times.

Validity: This Quote is valid for thirty (30) days.
Please note that this pricing is valid for 30 days and contingent upon final approval of submittals and release to fabrication by (within 90 days of bid date).
This quotation is subject to change if any changes to the specifications or plans are made that alter the scope of supply.

We thank you for your interest in Flygt equipment from Xylem Water Solutions USA, Inc., and look forward to being of service to you in the near future.

Sincerely,



Adrian Gutierrez
Sales Representative
Phone: 508-274-4643

adrian.gutierrez@xylem.com



Xylem Water Solutions USA, Inc.
Flygt Products

Customer Acceptance

This order is subject to the negotiated Terms and Conditions between the City of Roseville and Xylem Americas effective on the date the order is accepted.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2024-FFB-0310
Customer Name: CITY OF ROSEVILLE
Job Name: 3127 and 3171 pumps
Total Amount: \$ 215,226.00
(excluding freight)

Signature: _____	Name: _____ (PLEASE PRINT)
Company/Utility: _____	PO: _____
Address: _____	Date: _____
_____	Phone: _____
_____	Email: _____
_____	Fax: _____





Introducing the Xylem Preventative Maintenance Agreement

Don't forget to protect your new assets

Thank you for considering Xylem for your pumping equipment needs. We appreciate the significance of your purchase decision and want to ensure you get the most out of your investment. The most cost-effective way to do this is to sign-up for a preventative maintenance agreement (PMA) that we tailor to your specific requirements and budget. A Xylem PMA offers a proven method to extend your equipment life, prevent expensive repairs and minimize unplanned failures. It's also ensures you remain in compliance with environmental, health and other government regulations – critical to maximizing operation uptime.

Our Flygt Gold PMA Includes:

- One scheduled preventative maintenance service visit with multi-point inspection, 12 months after purchase and discounted access to Xylem's rental fleet
- An additional 12-month warranty when purchased with your new or replacement Flygt pump(s)
- The option to renew annually or on a multi-year basis following the first service visit
- Priority service on repairs and field service calls

** Flat-Rate Pricing is available for new and replacement Flygt models 3069, 3085, 3102, 3127, 3153, 3171, 3202, 3301 & 3315 starting at \$500 per pump.*

Multi-year PMA packages are available as well.
Contact your Xylem Sales Representative today for more information.

Visit our [PMA site](#) for more info

xylem
Let's Solve Water



WARRANTY

Xylem Water Solutions USA, Inc.

For the period defined, Xylem Water Solutions USA, Inc. offers a commercial warranty to the original End Purchaser against defects in workmanship and material on Flygt Products. Warranty covers Flygt parts and labor as outlined in **ADDENDUM – A**.

COVERAGE:

Xylem Water Solutions USA, Inc. will pay the cost of parts and labor during the warranty period, provided that the Flygt product, with cable attached, is returned prepaid to a Xylem Water Solutions USA, Inc. Authorized Service Facility for Flygt Product repairs. Coverage for Flygt parts and labor will be provided for the period shown in **ADDENDUM - A**. The warranty period will begin from date of shipment or date of a valid Start-up (For permanently installed pumps only). In cases where the Start-up date is used as the beginning of the warranty on a permanently installed Flygt pump, a Start-up Report completed by an approved service technician from a Xylem Water Solutions USA, Inc. Authorized Service Facility for Flygt products must be received by the Xylem Water Solutions USA, Inc. Area Service Manager for Flygt Products within thirty (30) days of the initial onset of the unit placed into service. If not received, the beginning of the warranty coverage will default to the Flygt product ship date. A Start-up for a permanently installed Flygt pump must occur within one (1) year from the date of shipment from a Xylem Water Solutions USA, Inc. authorized facility for Flygt Products or warranty will automatically default to ship date as start of warranty. (See **STORAGE** section) When using the start-up date as the beginning of the warranty, a copy of the Start-up Report will be required to support any Warranty Claims. Warranty on Flygt Dewatering pumps will begin with ship date only. No other date on Flygt Dewatering pumps will be considered.

Xylem Water Solutions USA, Inc.'s sole obligation under this Warranty for Flygt Products shall be to replace, repair or grant credit for Flygt Products upon Xylem Water Solutions USA, Inc.'s exclusive determination that the Flygt Product does not conform to the above warranty. In the event that the Flygt product is replaced, warranty on the replacement product will be equal to the balance remaining on the original product or ninety (90) days, which ever is greater.

MISUSE:

This Warranty shall not apply to any Flygt product or part of Flygt product which (i) has been subjected to misuse, misapplication, accident, alteration, neglect, or physical damage (ii) has been installed, operated, used and/or maintained in a manner which is in an application that is contrary to Xylem Water Solutions USA, Inc.'s printed instructions as it pertains to installation, operation and maintenance of Flygt Products, including but without limitation to (iii) operation of equipment without being connected to monitoring devices supplied with specific products for protection; or (iv) damaged due to a defective power supply, improper electrical protection, faulty installation or repair, ordinary wear and tear, corrosion or chemical attack, an act of God, an act of war or by an act of terrorism; or (v) has been damaged resulting from the use of accessory equipment not sold by Xylem Water Solutions USA, Inc. or not approved by Xylem Water Solutions USA, Inc. in connection with Flygt products.

WEAR PARTS:

This warranty does not cover costs for standard and/or scheduled maintenance performed, nor does it cover Flygt parts that, by virtue of their operation, require replacement through normal wear (aka: Wear Parts), unless a defect in material or workmanship can be determined by Xylem Water Solutions USA, Inc.. Wear Parts are defined as Cutters, Cutting Plates, Impellers, Agitators, Diffusers, Wear Rings (Stationary or Rotating), Volutes (when used in an abrasive environment), oil, grease, cooling fluids and/or any items deemed necessary to perform and meet the requirements of normal maintenance on all Flygt equipment.



WARRANTY

Xylem Water Solutions USA, Inc.

DISCLAIMERS:

(i) Xylem Water Solutions USA, Inc.'s warranties are null and void when Flygt Products are exported outside of the United States of America without the knowledge and written consent of Xylem Water Solutions USA, Inc.; (ii) Xylem Water Solutions USA, Inc. makes no independent warranty or representation with respect to parts or products manufactured by others and provided by Xylem Water Solutions USA, Inc. (however, Xylem Water Solutions USA, Inc. will extend to the Purchaser any warranty received from Xylem Water Solutions USA, Inc.'s supplier for such parts or products).

LIMITATIONS:

XYLEM WATER SOLUTIONS USA, INC. NEITHER ASSUMES, NOR AUTHORIZES ANY PERSON OR COMPANY TO ASSUME FOR XYLEM WATER SOLUTIONS USA, INC., ANY OTHER OBLIGATION IN CONNECTION WITH THE SALE OF ITS FLYGT EQUIPMENT. ANY ENLARGEMENT OR MODIFICATION OF THIS WARRANTY BY A FLYGT PRODUCT DISTRIBUTOR, OR OTHER SELLING AGENT SHALL BECOME THE EXCLUSIVE RESPONSIBILITY OF SUCH ENTITY.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, CONDITIONS OR TERMS OF WHATEVER NATURE RELATING TO FLYGT PRODUCT(S), INCLUDING AND WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. PURCHASER'S EXCLUSIVE REMEDY AND XYLEM WATER SOLUTIONS USA, INC.'S AGGREGATE LIABILITY FOR BREACH OF ANY OF THE FOREGOING WARRANTIES IS LIMITED TO REPAIRING OR REPLACING FLYGT PRODUCTS AND SHALL IN ALL CASES BE LIMITED TO THE AMOUNT PAID BY THE PURCHASER HEREUNDER. IN NO EVENT IS XYLEM WATER SOLUTIONS USA, INC. LIABLE FOR ANY OTHER FORM OF DAMAGES, WHETHER DIRECT, INDIRECT, LIQUIDATED, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY OR LOSS OF REPUTATION.

XYLEM WATER SOLUTIONS USA, INC. WILL NOT BE HELD RESPONSIBLE FOR TRAVEL EXPENSES, RENTED EQUIPMENT, OUTSIDE CONTRACTOR'S FEES, OR ANY EXPENSES ASSOCIATED WITH A FLYGT PRODUCT REPAIR SHOP NOT AUTHORIZED BY XYLEM WATER SOLUTIONS USA, INC. U.S.A., INC. REIMBURSEMENT COSTS FOR CRANES AND/OR ANY SPECIAL EQUIPMENT USED IN CONJUNCTION FOR THE REMOVAL AND/OR REINSTALLATION OF ANY FLYGT EQUIPMENT IS NOT COVERED UNDER THIS WARRANTY.

ANY UNAUTHORIZED ALTERATIONS TO SUPPLIED FLYGT EQUIPMENT USED WITHOUT XYLEM WATER SOLUTIONS USA, INC. SUPPLIED FLYGT BRAND CABLE OR CONTROLS WILL NOT BE COVERED UNDER THIS WARRANTY, UNLESS IT CAN BE PROVEN SUCH ANCILLARY EQUIPMENT IS SUITABLE FOR THE PURPOSE AND EQUAL TO XYLEM WATER SOLUTIONS USA, INC. SUPPLIED FLYGT BRAND CABLES OR CONTROLS THAT WOULD ORIGINALLY HAVE BEEN SUPPLIED WITH THE TYPE OF EQUIPMENT IN USE.

REQUIREMENTS:

A copy of Electrical System Schematics of the Control used (including a Control's Bill of Material) could be required to support a Warranty Claim when a non Flygt Brand Control is used. In addition, a written record, hereby known as "the log", will be associated with each unit serial number and must be maintained by the organization having product maintenance responsibility. The log must record each preventative maintenance activity and any repair activity during the life of the warranty or verification that a Xylem Water Solutions USA, Inc. authorized Service Contract for Flygt Products is in force and must be available for review and/or auditing. Failure to meet these conditions could render this warrant null and void. Such logs could be required to determine warranty coverage.



WARRANTY

Xylem Water Solutions USA, Inc.

STORAGE:

Should a delay occur between ship date and the date of start-up, maintenance as outlined in Xylem Water Solutions USA, Inc.'s Care & Maintenance Manual for Flygt Products must be performed by the "CONTRACTOR" and/or "OWNER" during any such period of storage. Documentation providing proof and outlining what maintenance was performed must be provided to Xylem Water Solutions USA, Inc. or its Flygt Products representative within thirty (30) days of said maintenance, or the Xylem Water Solutions USA, Inc. warranty for Flygt Products could be considered void.

CONTROLS:

Warranty coverage for permanently installed controls will start for the end purchaser on the date of shipment. This warranty does not apply to controls that have been damaged due to a defective and/or improper input power supply, improper electrical protection, accidental damage, improper or unauthorized installation and/or repair, unauthorized alteration, negligence, environmental corrosion or chemical attack, improper maintenance or storage of control, any act of God, an act of war, an act of terrorism or damage resulting from the use of accessory equipment not approved by Xylem Water Solutions USA, Inc.. Further, this warranty does not apply in the event an adjustment is found to correct the alleged defect.

Solid state devices will be covered for a period of one (1) year except in the Flygt Standard Control Panel (FSCP) where the solid state devices will be covered for the full warranty period of the control panel. Electrical control panels containing controllers, PLC's, drives, soft starts, and other computerized equipment will require Transient Voltage Surge Suppression (TVSS) protection in order to satisfy the requirements of this warranty. The protection equipment associated with the control must be kept in working condition during the life of the warranty. Auxiliary equipment supplied with the control (air-conditioners etc.) is limited by the respective original equipment manufacturer's warranty offered. Consumable items such as: light bulbs, fuses, and relays are covered under normal operating conditions. Electrical surges experienced during startups and/or during normal operating use of the control panel will cause the consumable items not to be covered under this warranty policy. Components not supplied by Xylem Water Solutions USA, Inc. will not covered by this warranty.

TOP (The Optimum Pump Station)

Xylem Water Solutions USA, Inc. will warrant the Flygt TOP pre-engineered fiberglass pump station components against defects in material and workmanship for a period of one (1) year from date of start-up or eighteen (18) months from date of shipment and is valid only to the original owner of the station. Warranty shall cover the cost of labor and materials required to correct any warrantable defect, excluding any removal and reinstallation costs, FOB Xylem Water Solutions USA, Inc.'s authorized warranty service location for Flygt's TOP.

Flygt Products contained within a TOP pre-engineered fiberglass pump station will carry the standard Xylem Water Solutions USA, Inc. warranty for Flygt products and/or accessories installed in the TOP pre-engineered fiberglass pump station.

All Flygt Product restrictions and/or limitations as outlined and described within the context of this warranty are germane to all sections of this Xylem Water Solutions USA, Inc. Warranty document.

Xylem Water Solutions USA, Inc.
National Quality Assurance - US Corporate

WARRANTY

Xylem Water Solutions USA, Inc.

ADDENDUM – WARRANTY COVERAGE BY PRODUCT

PRODUCT	PRODUCT SERIES AND CONFIGURATION	Months	Months	Months	Months	Months
		1 - 12	13 - 18	19 - 36	37 - 39	40 - 60
Axial Flow/ Mixed Flow/ Centrifugal Pumps & Mixers	3000 Series (CP, NP, DP, CT, NT, CZ, NZ, LL) 4000 Series (SR, PP) 7000 Series (PL)	100%		50%		25%
Flygt Standard Control Panels (FSCP)	Standard Control Panels (FSCP – permanently installed)	100% (From Ship Date)				
ETO Electrical Control Panels	Engineered to Order, Xylem Manufactured Control Panels (permanently installed) - 3 Years	100% - 1 YR	LIMITED - 2 - YR			
Abrasion/Corrosion Resistant & Chopper/ Grinder Pumps	3000 Series (MP, MF, MH, FP, FS, FT, HP, HS) 5000 Series (HP, HS) 8000.280 Series (DP, DZ, DT, DS, DF)	100%				
Dewatering Pumps	2000 Series (BS, KS) 3000 Series (CS, NS, DS) 8000.280 Series (DS, DF)	100% (From Ship Date)				
TOPS	Fiberglass Pump Station	100% (From Ship Date)				
Accessories	Permanent / Portable	100% (From Ship Date)				
Hydro ejectors/ Aerators	HE, JA	100%				
Portable Pump Controls TOPS Control Panels	Control Boxes (Nolta, MSHA etc.) TOPS control panels (permanently installed)	100% (From Ship Date)				
Small Pumps	3045, 3057, SX	100% (From Ship Date)				
Parts - *	All new Flygt parts (mechanical & electrical)	100% (From Ship Date)				

* - Parts that fail where used in a repair are warranted for one (1) year from the date of the repair for the failed part only – no labor; This Includes Flygt pump controllers, Flygt supervision equipment, Flygt submersible level transducers, etc.



COUNCIL COMMUNICATION

CC #: 3584
File #: 0203-05

Title: Network Firewalls Subscription and Support - Purchase Order
Contact: Cesar Gamez 916-774-5408 pcgamez@roseville.ca.us

Meeting Date: 10/16/2024
Item #: 7.3.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve a purchase order with Optiv Security, Inc. for the renewal of the Palo Alto Networks subscription and support for the City's firewalls which provide critical security protections for all City systems and applications. The purchase order will use the competitively-bid U.S. General Services Administration (GSA) contract #47QSWA18D008F through Carahsoft, a government contract aggregator, which is valid through August 21, 2028.

Staff also requests authorization to approve three (3) optional one (1) year renewals without further Council approval, provided that the applicable budget is approved by the City Council each year, until the contract expires or until City staff determines that continuing with the same vendor is not in the City's best interest.

BACKGROUND

The City's systems and applications are protected from cyber attacks by network firewalls. These firewalls allow the public to securely access City services hosted internally, allow City employees to securely access the internet to perform their job duties, and provide remote access for employees working from home. These firewalls constantly monitor all internet access and use advanced technology for protection against cyber threats.

The cost of the annual subscription and support of these firewalls is \$138,189.99 through Optiv Security, Inc. using the competitively-bid GSA contract, which is valid through August 21, 2028.

FISCAL IMPACT

The subscription and support cost totaling \$138,189.99 is included in the approved FY2024-25 Information Technology Operations Fund budget. The amount for the current year and the three (3) optional renewal years, with maximum 6% year-over-year increases, is a total amount not to exceed \$605,000.

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 purchase order for subscription and support of the City's network firewalls meet the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

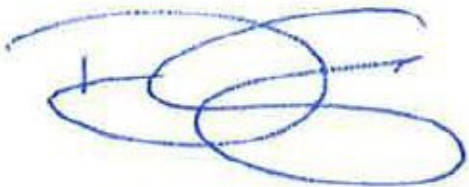
Goal C - Maintain a safe and healthy community

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Cesar Gamez, Information Security Administrator

Hong Sae, Chief Information Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-359

RESOLUTION NO. 24-359

APPROVING A PURCHASE ORDER FOR THE RENEWAL OF PALO ALTO
NETWORK SUBSCRIPTIONS AND SUPPORT

WHEREAS, a purchase order for the renewal of Palo Alto Networks subscription and support for the City's firewalls, by and between the City of Roseville and Optiv Security, Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said purchase order is approved.

BE IT FURTHER RESOLVED that three (3) additional one (1) year renewals are hereby approved without further City Council approval, 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.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 3589
File #: 0704-01

Title: Twinwood Park Play Structure Replacement Project - Contract Purchase Agreement
Contact: Tara Gee 916-774-5253 tgee@roseville.ca.us

Meeting Date: 10/16/2024
Item #: 7.4.

RECOMMENDATION TO COUNCIL

Staff requests that the City Council adopt a resolution to approve a contract purchase agreement (#3004062) to replace the play structure at Twinwood Park, and authorize the City Manager to execute it.

BACKGROUND

Consistent with the Parks, Recreation & Libraries Department's ten-year rehabilitation plan, play structures are upgraded and replaced on a consistent cycle to address wear and tear, to ensure overall public safety and to adhere with any new code compliance requirements. This replacement will occur in FY2024-25.

In May 2024, staff sought public feedback for the new play structure at Twinwood Park. The outreach process included social media and onsite signage with a QR code inviting residents to review and comment on the proposed play structure design. Through the two week comment period, no feedback was received.

FISCAL IMPACT

The contract amount is \$145,354.02. Funding was allocated from the General Fund during the FY2023-24 budget to the Parks, Recreation and Library Capital Projects Fund. There will be no additional General Fund impact.

ENVIRONMENTAL REVIEW

The proposed project involves the replacement of existing structures and facilities. This activity is categorically exempt from CEQA as a Class 2 Exemption (State CEQA Guidelines Section 15302). The Exemption has been prepared and no further CEQA action is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

Goal C - Maintain a safe and healthy community

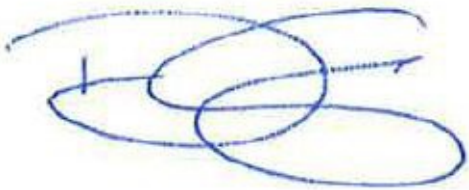
Goal E - Deliver exceptional city services

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Tara Gee, Park Planning & Development Manager

Jill Geller, Parks, Recreation & Libraries Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Vicinity Map

Resolution 24-353

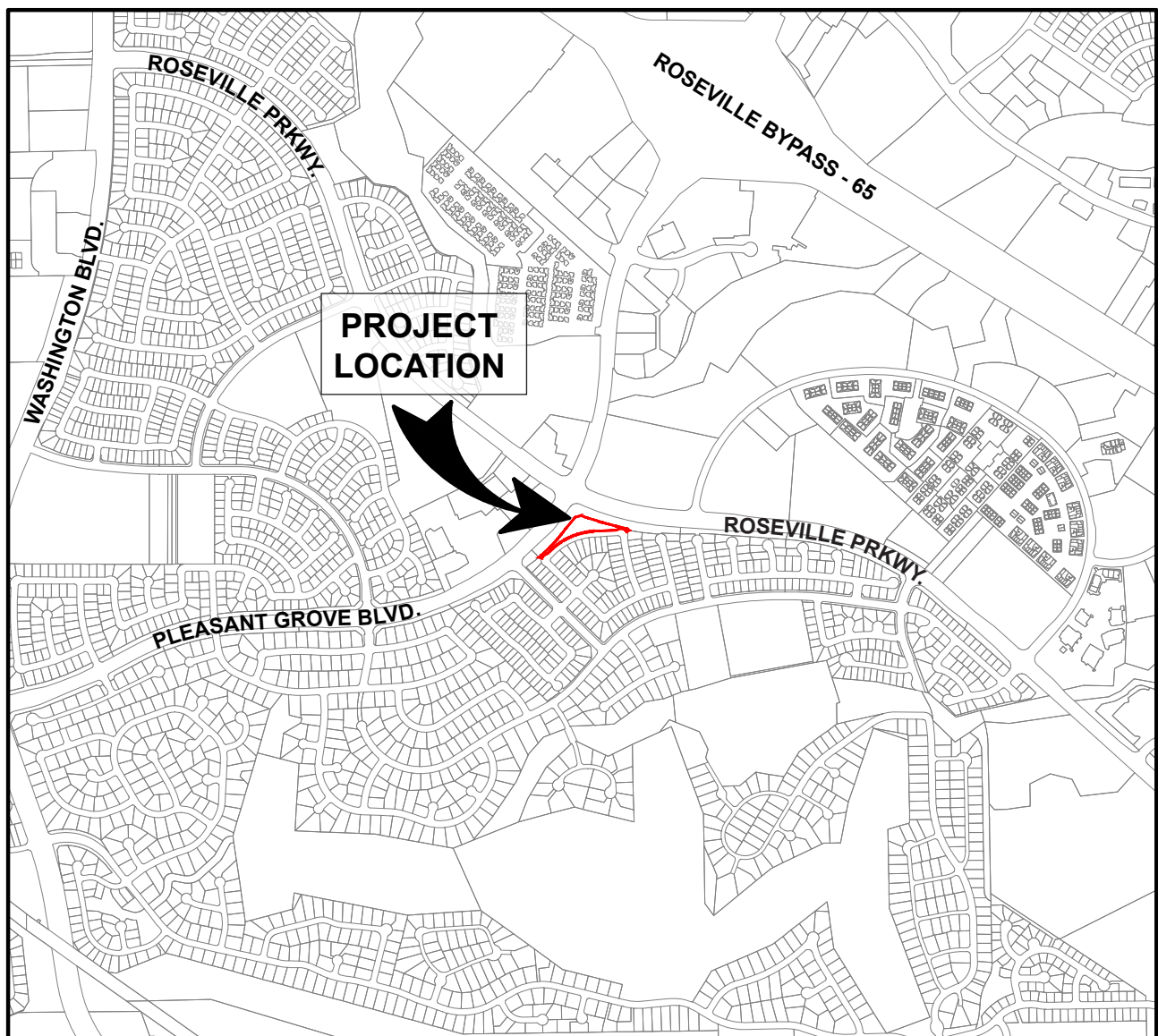
CPA 3004062

CEQA Exemption

VICINITY MAP

City of Roseville
North Central

Twinwood Park Playground Replacement

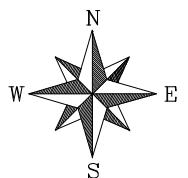


GRAPHIC SCALE



(IN MILES)

1 inch = 1/4 Mile



RESOLUTION NO. 24-353

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY
OF ROSEVILLE AND ROSS RECREATION EQUIPMENT COMPANY, INC. AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT
ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, contract purchase agreement (3004062) for , by and between the City of
Roseville and Ross Recreation Equipment Company, Inc., has been reviewed by the City
Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that
said 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
_____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



Contract Purchase Agreement 3004062

Supplier Details:

Company Ross Recreation Equipment Company Inc
Contact Nicole Nowak
Address 100 Brush Creek Rd
#206
Santa Rosa, CA 95404

Submit your response to:

Company City of Roseville
Contact Sue Jessup
Address Purchasing Division
311 Vernon St
Roseville, CA 95678
Phone (916) 746-1107
Fax (916) 746-1115
E-mail SJessup@roseville.ca.us

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

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

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

Sole proprietorship - By owner

Partnership - Any general partner

Corporation - Two options:

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

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

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

Insurance requirements:

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



Contract Purchase Agreement 3004062

Agreement	3004062
Agreement Date	02-AUG-2024
Revision	0
Agreement Amount	145,354.02 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 **Ross Recreation Equipment Company Inc**
100 Brush Creek Rd
#206
Santa Rosa, CA 95404
Phone: (855) 892-3240
Fax: ()
Email: nicolen@rossrec.com

Description of Labor, equipment and/or materials The vendor shall provide and install playground equipment at Twinwood Park in accordance with the attached Ross Recreation Equipment Company, Inc. quote number 00042917 titled NPP_Twinwood Park_1179494-01-04 dated 7/29/2024 utilizing the NPP contract PS21070.

Start Date: Executed Agreement
End Date: Upon Final Payment

Please contact the following staff in the Parks, Recreation and Libraries Department for questions on this agreement:
Alexis Priest at 916-746-1588 or APriest@roseville.ca.us;
Tara Gee at 916-774-5253 or TGee@roseville.ca.us

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	10319	Net 30	Freight on Board at the destination	Destination	Best Method
Start Date	End Date	Confirm To			
Sue Jessup Phone 1-916-746-1107					

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>. In compliance with Labor Code Section 1773.2, as may be amended from time to time, Contractor shall cause a copy of this website to be posted at each jobsite, as applicable.
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 thirty (30) 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. Vehicles with a gross vehicle weight rating (GVWR) greater than 8,500 lbs. and light-duty package delivery vehicles operated in California may be subject to the California Air Resources Board (CARB) Advanced Clean Fleets regulations. Such vehicles may therefore be subject to requirements to reduce emissions and air pollutants. For more information, visit the CARB Advanced Clean Fleet webpage at <https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets>.
20. Contractor/consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications, if any, shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.
21. 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.

22. 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.
23. The Levine Act (Govt. Code, Section 84308) requires a Party (and its agent(s), if any) to a Proceeding before the City of Roseville that involves any action or consideration related to their contract, license, permit, or other entitlement for use, to disclose any campaign contributions made to City elected or appointed officers totaling more than \$250 within the twelve (12) months prior to the City decision and while a proceeding is pending, and includes certain prohibitions on contribution activity thereafter. If applicable campaign contributions have been made by Contractor and/or its agent(s), Contractor is responsible for compliance, including for its disclosure obligations, if any, as further described at: https://www.roseville.ca.us/government/departments/city_clerk/transparency/levine_act.
24. 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.
25. 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. 00828095

Contractor License No. 520752

DIR Registration No. 1000003500

Check mark the applicable company type below:

☒ Corporation

☐ Limited Liability Company

☐ Partnership

☐ Sole Proprietor

Contract Purchase Agreement 3004062

City Reserves the right to withhold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.
Construction T&C
REV 3/21/24 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
Cyber Liability:
\$1 Million/occurrence

Hazardous Materials:

Pollution Liability:
\$1 Million/occurrence

Special Events/Caterers-Vendors:

No auto required
No workers' comp required

Professional Counseling/ Psychological:

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

Pyrotechnics:_____

General Liability:

\$5 Million/occurrence

\$10 Million aggregate

Auto - \$2 Million/occurrence

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

CALIFORNIA AIR RESOURCES BOARD REGULATION COMPLIANCE

Please indicate whether the Contractor is subject to, and/or in compliance with, the following regulations of the California Air Resources Board.

In-Use Off-Road Diesel-Fueled Fleets Regulation

- 1) Will vehicles subject to Cal. Code Regs., tit. 13, §§ 2449 et seq. be used for the project?
This includes, but is not limited to:
 - a) Vehicles with a diesel-fueled or alternative diesel fueled off-road compression-ignition engine with maximum power (max hp) of 25 horsepower (hp) or greater provided that the vehicle cannot be registered and driven safely on-road or was not designed to be driven on-road, even if it has been modified so that it can be driven safely on-road
 - b) Workover rigs
 - c) Certain two-engine vehicles

Yes ☐ No ☒
- 2) If you answered "Yes" to 1), you **must** submit a valid Certificate of Reported Compliance to the City as provided in Cal. Code Regs., tit. 13, § 2449(n).

Advanced Clean Fleets Regulation

Pursuant to Cal. Code Regs., tit. 13, § 2013(i)(1), the Contractor shall submit to the City a document evidencing that it is listed on the CARB Advanced Clean Fleets webpage as a compliant fleet **OR** a signed statement stating that it is not subject to the High Priority and Federal Fleets regulation of title 13, CCR section 2015 through 2015.6.

The High Priority Fleets regulation applies to, without limitation, entities with more than \$50 million in gross annual revenues and/or which own, operate, or direct the operation of 50 or more vehicles in the total fleet.

- 1) Is the Contractor subject to the High Priority and Federal Fleets regulation of title 13, CCR section 2015 through 2015.6?
Yes ☒ No ☐
- 2) If you answered "Yes" to 1), you **must** submit a document evidencing that you are listed on the CARB Advanced Clean Fleets webpage as a compliant fleet.

Signature:  _____

Title: General Manager _____

Supplier

Signature: 

Print Name: Nick Philbin

Title: General Manager / Owner

Date: August 21, 2024

Supplier

Signature: 

Print Name: Heather Hailey

Title: Contract Administrator

Date: August 22, 2024

City of Roseville, A Municipal Corporation

Signature: _____

Print Name: **Dominick Casey**

Title: **City Manager**

Date: _____



April, 2022

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Vendor:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at \$5 million or more you must report to the City of Roseville your compliance with economic sanctions including steps you have taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

Sincerely,

DocuSigned by:

Shannon Wiest

4/25/2022

A3035660A19747F

Shannon Wiest

City of Roseville

Purchasing and Warehouse Manager



**National
Purchasing
Partners
Government**

ALL PURCHASE ORDERS, CONTRACTS, AND
CHECKS TO BE MADE OUT TO:
Ross Recreation Equipment, Inc.
100 Brush Creek Road, #206
Santa Rosa, CA. 95404
707.538.3800 - accounting@rossrec.com

PS21070

Prepared For:

Contact Name	Tara Gee	Phone	(916) 774-5253
Bill To Name	City of Roseville	Ship To Name	Twinwood Park
Bill To	311 Vernon Street Roseville, California 95678 United States	Ship To	Twinwood Park 575 Twinwood Loop Roseville, California 95678 United States
Quote Number	00042917	Quote Date	7/29/2024
Opportunity Name	Twinwood Park Replacement	Quote Exp Date	8/28/2024
Quote Name	NPP_Twinwood Park_1179494-01-04	Est Lead Time	Check with Sales Rep

Quantity	Product	Product Description	Sales Price	Total Price
1.00	Demolition	Demolition of existing play equipment Project DIR # needed for State Prevailing Wage _____ *Footings to remain; if footings are to be removed, a change order can be provided for the additional labor and backfill material.	\$8,000.00	\$8,000.00
1.00	Site Work	Rake back and re-spread existing wood fiber Project DIR # needed for State Prevailing Wage _____ **Installation price quoted for favorable working conditions. If rock, poor soil conditions, a high water table and/or other unforeseen site conditions exist requiring additional materials and labor, additional charges may be incurred.	\$1,333.33	\$1,333.33
1.00	Rentals	192 Ft of 6' temp fence paneling w/ 1 month rental	\$1,021.44	\$1,021.44
1.00	PlayBooster 2-5 & PlayBooster 5-12	Landscape Structures PlayBooster for 2-5 and PlayBooster for 5-12 per design 1179494-01-04 Design includes: Arch Bridge, Mini Summit Climber, Spiral Climber, Star Seeker, Vertical Ascent, Wiggle Ladder, Wood Plank Ladder, Boogie Board, Gyro Twister, LollieLadder, SlideWinder2, Forma Footprint Balance Beam, Forma Footprint Wobble Bouncer, Pod Climbers, Stationary Cycler, Storefront Panel, Dino Egg Fossil Dig, Acorn Seats, and 2 CoolTopper Single Post Pyramid Roofs Installation of Landscape Structures PlayBooster design #117949-01-04 by a manufacturer certified installer. *Project DIR # needed for state Prevailing Wage projects. Quote does not include any additional labor, union or wage requirements. If project has additional labor requirements,	\$77,760.00	\$77,760.00

1.00	Install - Play Equipment	additional costs will be incurred through a change order to the originally quoted labor prices shown on this quote unless otherwise noted. *Installation price quoted for favorable working conditions. If rock, poor soil conditions, a high water table and/or other unforeseen site conditions exist requiring additional materials and labor, additional charges may be incurred. *Installation quoted includes standard manufacturer provided footing details. If different footing details are provided by the owner/specifier, a change order will be required. *Installation quoted includes installing footings through native soil or 95% compacted base rock. If installing through concrete, asphalt or through less compacted or permeable base or drain rock, or in other conditions, please provide additional details and a change order may be required.	\$34,992.00	\$34,992.00
1.00	Engineered Wood Fiber	55 CY of engineered wood fiber @ 6" depth (top-off) across 2200SF	\$3,227.00	\$3,227.00
1.00	Install - Wood Fiber	Blown-in installation of 55 cubic yards of engineered wood fiber @ 6" depth across 2200SF Install site must be within 250' feet of semi-truck access or additional charges may apply.	\$2,657.33	\$2,657.33
1.00	Bond	Payment & Performance Bonds	\$4,233.58	\$4,233.58
1.00	NPP Ross Discount	NPP Discount on LSI Materials. Please Provide Customer NPP #	-\$3,888.00	-\$3,888.00
1.00	NPP Ross Discount	NPP Discount on Wood Fiber Materials. Please Provide Customer NPP #	-\$161.33	-\$161.33

Credit Terms	Net 30 On Materials Shipment	Materials Amount	\$76,937.67
		Tax Amount	\$5,962.67
		Labor Amount	\$52,237.68
		Freight Amount	\$10,216.00
		Total	\$145,354.02

Notes to Customer

SIGNATURE BELOW ACCEPTING THIS PROPOSAL WILL CONSTITUTE A PURCHASE ORDER ONLY UPON APPROVAL BY ROSS RECREATION EQUIPMENT, INC. CUSTOMER RECEIPT OF AN ORDER ACKNOWLEDGEMENT CONSTITUTES SUCH APPROVAL.

New Section

Signature _____
 Name _____
 Title _____
 Date _____

Note to Customer
(Install)

Thank you for the opportunity to quote your upcoming project. PLEASE NOTE: Quote does not include installation, offload, payment and performance bonds, engineering calculations, security, storage, permits, inspection or safety surfacing, unless otherwise noted. Unless noted, freight costs are based on semi-truck access and do not include a lift-gate.

Deposits may be required before an order can be placed depending on customer credit terms. Your purchase is subject to the terms and conditions of this quote. Approval of this quote agrees to those terms.

If ordering materials after the quoted expiration date, please contact your sales representative for current pricing. Due to material cost increases and a fluid pricing environment, Ross

Recreation cannot hold pricing past the stated Expiration Date on this quote. To secure current pricing, Ross Recreation will require the following:

- PO, signed quote or contract with approval for the order.
- Deposit if required by credit terms.
- Color selections and/or approved submittals.
- Acceptance of delivery when materials or equipment is ready to ship. Products cannot be held nor stored.

Sales tax will be based on the current rate at the time of shipping, not the order date. Customer will be expected to cover these, or any changes, to sales taxes.

Ross Recreation will provide labor using a subcontractor for all installation and labor quoted. Neither Ross Recreation, nor our subcontractors, are signatory to any unions; however, compliance with prevailing wage rate requirements will occur. If union enrollment is required by our subcontractor for completion of this project, Ross Recreation will require a Change Order to cover the costs of a per project enrollment and additional wage/benefit requirements.

August 22, 2024

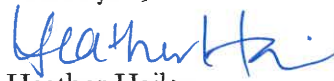
City of Roseville
Attention: Sue Jessup
Purchasing Division
311 Vernon St.
Roseville, CA 95678

Re: Twinwood Park - Contract

Hello Sue,

Enclosed is the signed contract
insurance. Please let me know
of the contract electronically

Thank you,


Heather Hailey

Contract Administrator/Assistant

Included:

- Delegation of Signature Authority on our bonds and the fully executed copy
- CARR compliance



Corporate Resolution

I, Nicholas Philbin, President and owner of Ross Recreation Equipment Company, Inc., organized and existing under the corporate laws of California and having its principal place of business at 100 Brush Creek Rd., Suite 206, hereby certify that the following is a true copy of a resolution adopted by the Board of Directors of the Corporation at a meeting convened and held on September 14, 2024 in Bend, Oregon with Susan Philbin, Treasurer of Ross Recreation Equipment Company, Inc.

We the Board resolved to approve and extend Heather Hailey as a Company Contract Administrator with full authority to sign on behalf of Ross Recreation Equipment Company, Inc.

A handwritten signature in black ink, appearing to read "Philbin", written over a horizontal line.

Nicholas Philbin
President and Owner
Ross Recreation Equipment Company, Inc.,

September 14, 2024

Date



Affirmation of Fleetwide Compliance

Certification ID: 34624

This certificate affirms that

SVD TRUCKING INC
4420 BELOIT DRIVE SUITE 10
SACRAMENTO, CA 95838

has attested in the Clean Truck Check electronic reporting system to report a complete list of vehicles subject to Heavy-Duty Inspection and Maintenance (HD I/M) Regulation and the California Air Resources Board (CARB) hereby verifies that as of 4/8/2024, all of the attested vehicles are compliant with the Clean Truck Check. *

A complete list of the attested vehicles is listed in the following page(s).

*This Affirmation of Fleet Wide Compliance shall be used for the fleet's purposes of proving their fleet compliance status with their freight contractors and brokers. This Affirmation of Fleet Wide Compliance shall not constitute proof of a vehicle compliance with the Clean Truck Check beyond the issued date.

S.No	VIN Numbers
1	4V4NC9TH4KN217306
2	4V4NC9EH4JN892942
3	4V4NC9EHXFN192026
4	4V4NC9EH6FN926712
5	4V4NC9EH6GN941180
6	4V4NC9EH9LN214187
7	4V4NC9EH1HN970703
8	4V4NC9EH4LN222052
9	4V4NC9EJ5MN238197
10	4V4NC9EH6EN173245
11	4V4NC9EH2LN226892
12	4V4NC9EHXHN970828
13	4V4NC9TH8LN253579



Notice of Exemption

To: Placer County Clerk
Recorder's Office
2954 Richardson Drive
Auburn, CA 95603

From: City of Roseville
Development Services Dept.
311 Vernon Street
Roseville, CA 95678

Project Title: Twinwood Park – Play Structure Replacement Project

Project Location(s): 575 Twinwood Loop (APN 363-250-033-000), Roseville, CA 95678.

Project Description: The Parks, Recreation and Libraries (PRL) Department proposes to approve a contract purchase agreement to remove and replace the existing play structure located at Twinwood Park. Consistent with the PRL Department's ten-year rehabilitation plan, play structures are upgraded and replaced on a consistent cycle to address wear and tear, to ensure overall public safety and to adhere with any new code compliance requirements. These improvements are not intended to substantially expand capacity.

Public Agency Approving Project: Roseville City Council

Agency/Individual Carrying Out Project: City of Roseville Park, Recreation and Libraries Department

Reason why this Project is Exempt: This project qualifies for a Class 2 Exemption as described in Section 15302 of the California Environmental Quality Act (CEQA) guidelines which states:

"Class 2 consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced.

The project would approve funding to purchase new play structure equipment, which would result in the removal and replacement of the existing play structure and will have the same purpose and capacity as the existing structure. Therefore, the Class 2 Exemption is applicable to the proposed project.

Lead Agency Contact Person: Tara Gee, Park, Recreation and Libraries Department, 316 Vernon Street, Roseville, CA 95678. 916-774-5253.

Signature: _____

A handwritten signature in cursive script, appearing to read "Jessica Lynch", written over a horizontal line.

Jessica Lynch, Environmental Coordinator
City of Roseville

Date: 9/16/2024



COUNCIL COMMUNICATION

CC #: 3579
File #: 0203-12

Title: Public Safety Radio Equipment - Purchase Orders
Contact: Matthew Lauchner 916-774-5807 mlauchner@roseville.ca.us

Meeting Date: 10/16/2024
Item #: 7.5.

RECOMMENDATION TO COUNCIL

Staff requests that the City Council approve purchase orders for public safety radio equipment from BK Technologies, Inc, through the use of the State of Washington NASPO Value Point Master Price Agreement #00318, pursuant to Participating Addendum Number 7-22-70-49-18 between the State of California Department of General Services (CA-DGS) and BK Technologies, Inc., for the remaining portion of the term of January 1, 2022 thru December 31, 2026.

BACKGROUND

The Roseville Fire Department continues to upgrade its fleet of public safety radios used while receiving and providing mutual aid resources with agencies inside Placer County, as well as state-wide. These radios are required for common communications between nine engine companies, two truck companies and individual members while operating on fires, medical responses, hazardous materials incidents, rescues, floods and other emergencies. The Roseville Fire Department continues to convert its mutual aid radios to state-of-the-art BK Technologies, Inc. equipment, specified by state and federal partners, to take advantage of common programming, maintenance, training and competitive pricing provided, by utilizing the same radio platform as larger partner agencies.

The City will utilize the State of Washington NASPO Value Point Master Price Agreement #00318 and Participating Addendum Number 7-22-70-49-18 through the State of California Department of General Services and BK Technologies, Inc. until December 31, 2026. Section 4.12.105 of the Roseville Municipal Code authorizes the Purchasing Officer to use cooperative contracts offered by other public entities and specifically allows purchases under NASPO Value Point. The contract includes a BK Technologies dealer list of suppliers that can assist in meeting the fire agency's supply requirements. Staff requests authorization to utilize the companies authorized through the NASPO Value Point Contract #00318 for purchases.

FISCAL IMPACT

Funding is included in the Fire Department's budget in the General Fund for FY2024-2025 and will be recommended for Council approval in subsequent fiscal year budgets. The estimated cost of purchases for the remaining duration of the contract is estimated at \$750,000.

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 purchase order meets the above criteria and is not subject to CEQA. No additional environmental review is required.

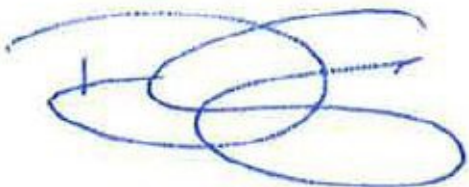
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world
Goal C - Maintain a safe and healthy community

Respectfully Submitted,

Matthew Lauchner, Fire Division Chief

Rick Bartee, Fire Chief



Dominick Casey, City Manager

ATTACHMENTS:

Description

NASPO Cooperative Purchasing Master Agreement 00318



COUNCIL COMMUNICATION

CC #: 3591
File #: 0203-09

Title: General Construction Services - Contract Purchase Agreements
Contact: Blaine Wiegel 916-746-1833 bwiegel@roseville.ca.us

Meeting Date: 10/16/2024
Item #: 7.6.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt resolutions to approve Contract Purchase Agreement #3004166 with Bullard, Inc. dba Bullard Construction, Inc., and Contract Purchase Agreement #3004158 with Carter-Kelly, Incorporated to provide general construction services, and authorize the City Manager to execute them on behalf of the City of Roseville.

Additionally, staff requests authority for the City Manager or his designee to execute four (4) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendors is not in the City's best interest.

BACKGROUND

The City of Roseville, through its Environmental Utilities Department (EU), owns and operates the Dry Creek Wastewater Treatment Plant (DCWWTP), Pleasant Grove Wastewater Treatment Plant (PGWWTP), Barton Road Water Treatment Plant (BRWTP), as well as the distribution system for water, a collection system for wastewater, and a recycled water system.

From time to time, EU has general construction services or projects that need to be completed in a relatively short period of time due to operational or maintenance needs.

On June 17, 2024, EU released a Request for Proposals (RFP) #08-142, looking for qualified contractors to provide on-call construction services for the water and wastewater plants, lift stations, and pump stations on a scheduled and as-needed basis.

Seven (7) proposals were received by the City Clerk's office for review and consideration. Based upon review of the proposals by the EU's Proposal Evaluation Committee, the proposals of Bullard, Inc. dba Bullard Construction Inc. and Carter-Kelly, Incorporated were identified as providing the best value to the City and were the highest ranked using the evaluation criteria outlined in the RFP.

FISCAL IMPACT

The estimated cost for the services for the two agreements is \$700,000 per year (up to \$200,000 per year with Bullard Construction and up to \$500,000 per year with Carter-Kelly, Incorporated). The not-to-exceed cost for the two agreements including the four additional one-year renewals is \$3,500,000. Funding may be provided from the Environmental Utilities Department's rehabilitation funds, construction funds, and operating budgets, as well as the South Placer Wastewater Authority, based on each project's funding source.

ENVIRONMENTAL REVIEW

The proposed project involves the operation, repair, maintenance, and/or minor alteration of existing facilities. 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.

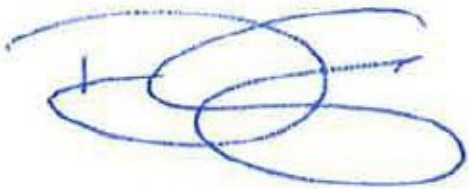
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community
Goal E - Deliver exceptional city services
Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Blaine Wiegel, Preventative Maintenance Coordinator

Richard Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-355

Bullard CPA

Bullard Construction proposal

Resolution 24-356

Carter Kelly CPA
Carter Kelly Construction Proposal
CEQA Exemption
RFP 08-142

RESOLUTION NO. 24-355

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY
OF ROSEVILLE AND BULLARD, INC. DBA BULLARD CONSTRUCTION, INC., AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT
ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a contract purchase agreement (3004166) for general construction services
as-needed, by and between the City of Roseville and Bullard, Inc. dba Bullard Construction, Inc.,
has been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to
execute four (4) additional one (1) year renewal without further City Council approval, 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.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of
_____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



Contract Purchase Agreement 3004166

Supplier Details:

Company Bullard Inc
Contact Kenny Chacon
Address 7447 Antelope Rd Ste 202

Citrus Heights, CA 95621

Submit your response to:

Company City of Roseville
Contact Sue Jessup
Address Purchasing Division
311 Vernon St
Roseville, CA 95678
Phone (916) 746-1107
Fax (916) 746-1115
E-mail SJessup@roseville.ca.us

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

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

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

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

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

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

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

Insurance requirements:

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



Contract Purchase Agreement 3004166

Agreement	3004166
Agreement Date	03-SEP-2024
Revision	0
Agreement Amount	200,000.00 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 **Bullard Inc**
 7447 Antelope Rd Ste 202

Citrus Heights, CA 95621

Phone: ()

Fax: ()

Email: kenny@bullardinc.net

Description of Labor, equipment and/or materials THE SERVICES CALLED FOR UNDER CITY OF ROSEVILLE REQUEST FOR PROPOSAL #08-142 AND CONTRACTOR'S PROPOSAL THERETO TITLED CITY OF ROSEVILLE RFP 08-142 GENERAL CONSTRUCTION SERVICES (HEREINAFTER "PROPOSAL"). THE TERMS AND SCOPE OF WORK OF CITY OF ROSEVILLE REQUEST FOR PROPOSAL #08-142 AND CONTRACTOR'S PROPOSAL ARE HEREIN MADE PART OF THIS CONTRACT PURCHASE AGREEMENT AND FULLY INCORPORATED BY REFERENCE.

START DATE: EXECUTED AGREEMENT

END DATE: 12 MONTHS FROM DATE OF EXECUTED AGREEMENT

PLEASE CONTACT BLAINE WIEGEL IN THE ENVIRONMENTAL UTILITIES DEPARTMENT AT 916-746-1833 OR BY EMAIL AT BWIEGEL@ROSEVILLE.CA.US FOR QUESTIONS REGARDING THIS AGREEMENT.

The total amount of this agreement is an approximate value only. The City cannot guarantee whatsoever the actual value of this contract.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	11166	Net 30	Freight on Board at the destination		Best Method
Start Date	End Date	Confirm To	Destination		

Sue Jessup Phone 1-916-746-1107

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

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 thirty (30) 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.

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.

22. 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.
23. The Levine Act (Govt. Code, Section 84308) requires a Party (and its agent(s), if any) to a Proceeding before the City of Roseville that involves any action or consideration related to their contract, license, permit, or other entitlement for use, to disclose any campaign contributions made to City elected or appointed officers totaling more than \$250 within the twelve (12) months prior to the City decision and while a proceeding is pending, and includes certain prohibitions on contribution activity thereafter. If applicable campaign contributions have been made by Contractor and/or its agent(s), Contractor is responsible for compliance, including for its disclosure obligations, if any, as further described at: https://www.roseville.ca.us/government/departments/city_clerk/transparency/levine_act.
24. 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.
25. 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. 00807479

Contractor License No. B 1002120

DIR Registration No. 10000 24551

Check mark the applicable company type below:

☒ Corporation

☐ Limited Liability Company

☐ Partnership

☐ Sole Proprietor

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

General - Required Coverage/Documentation

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

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

Construction: X

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

Design Professional: _____

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

Professional Consultant: _____

Professional Liability:
\$1 Million/occurrence

IT Services: _____

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

Hazardous Materials: _____

Pollution Liability:
\$1 Million/occurrence

Special Events/Caterers-Vendors: _____

No auto required
No workers' comp required

Professional Counseling/ Psychological: _____

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

Pyrotechnics:_____

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

Chemical/Environmental:_____

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

Insurance Submission Process

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

How It Works

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

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

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

Asbestos-Containing Materials in City-Owned Buildings

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

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

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

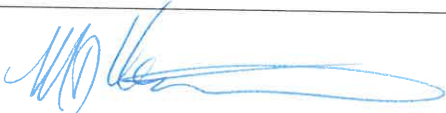
- Presume all building materials contain asbestos until determined otherwise by Facility Maintenance & Operations.
- Do not install walls, closets, cabinets, ceilings.
- Do not remove, cut, drill, sand, grind or otherwise disturb any material in the buildings, including carpet and tile.
- Do not paint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

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

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

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

Sign to acknowledge receipt of asbestos notification:

SIGNATURE	
COMPANY NAME	BULLARD CONSTRUCTION, INC.
DATE	4 SEPT 2024

Asbestos
Rev 01/16/19

CALIFORNIA AIR RESOURCES BOARD REGULATION COMPLIANCE

Please indicate whether the Contractor is subject to, and/or in compliance with, the following regulations of the California Air Resources Board.

In-Use Off-Road Diesel-Fueled Fleets Regulation

- 1) Will vehicles subject to Cal. Code Regs., tit. 13, §§ 2449 et seq. be used for the project?
This includes, but is not limited to:
- a) Vehicles with a diesel-fueled or alternative diesel fueled off-road compression-ignition engine with maximum power (max hp) of 25 horsepower (hp) or greater provided that the vehicle cannot be registered and driven safely on-road or was not designed to be driven on-road, even if it has been modified so that it can be driven safely on-road
 - b) Workover rigs
 - c) Certain two-engine vehicles
- Yes ____ No X
- 2) If you answered "Yes" to 1), you **must** submit a valid Certificate of Reported Compliance to the City as provided in Cal. Code Regs., tit. 13, § 2449(n).

Advanced Clean Fleets Regulation

Pursuant to Cal. Code Regs., tit. 13, § 2013(i)(1), the Contractor shall submit to the City a document evidencing that it is listed on the CARB Advanced Clean Fleets webpage as a compliant fleet **OR** a signed statement stating that it is not subject to the High Priority and Federal Fleets regulation of title 13, CCR section 2015 through 2015.6.

The High Priority Fleets regulation applies to, without limitation, entities with more than \$50 million in gross annual revenues and/or which own, operate, or direct the operation of 50 or more vehicles in the total fleet.

- 1) Is the Contractor subject to the High Priority and Federal Fleets regulation of title 13, CCR section 2015 through 2015.6?
- Yes ____ No X
- 2) If you answered "Yes" to 1), you **must** submit a document evidencing that you are listed on the CARB Advanced Clean Fleets webpage as a compliant fleet.

Signature: 

Title: VP CONSTRUCTION

Supplier

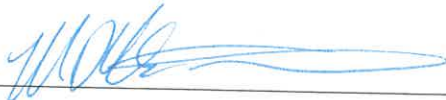
Signature: 

Print Name: MARSHALL HENDON

Title: PRESIDENT

Date: 4 SEPT 2024

Supplier

Signature: 

Print Name: MATTHEW KARTCHNER

Title: CORPORATE SECRETARY

Date: 4 SEPT 2024

City of Roseville, A Municipal Corporation

Signature: _____

Print Name: **Dominick Casey**

Title: **City Manager**

Date: _____



April, 2022

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Vendor:

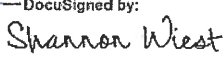
On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at \$5 million or more you must report to the City of Roseville your compliance with economic sanctions including steps you have taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

Sincerely,

DocuSigned by:

43035660A19747F
Shannon Wiest
City of Roseville
Purchasing and Warehouse Manager

4/25/2022

Response to RFP #08-142

GENERAL CONSTRUCTION SERVICES

Prepared For:



Deliver to: City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678
Email: cityclerkroseville@roseville.ca.gov
Proposal Date: JULY 31, 2024

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TAB A :	Firm's Qualifications
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TAB E :	Required Statements / Documents
TAB F :	Exceptions
TAB G :	Competency of Proposer



Cover Letter

City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678

Title of RFP:

RFP #08-142 General Construction Services

Proposal Submitted By:

Bullard, Inc. dba: Bullard Construction, Inc.
7447 Antelope Rd. Suite 202
Citrus Heights, CA 95621

Bullard Construction, Inc. Contact Info:

Matthew Kartchner, Vice President of Construction
matt@bullardinc.net
(916)485-4370

Bullard Construction, Inc. is pleased to present our proposal for the City of Roseville GENERAL CONSTRUCTION SERVICES per the RFP documents provided to include:

Prevailing Wage Notification

- 1.0 Introduction
- 2.0 Tentative Project Schedule
- 3.0 Scope of Services
- 4.0 Contracting Methodology
- 5.0 Assurance of Designated Project Team
- 6.0 Proposal Format Requirements
- 7.0 Submittal Instructions
- 8.0 Evaluation Criteria
- 9.0 Selection Process
- 10.0 General Terms and Conditions
- 11.0 Attachments

* NO ADDENDUMS WERE RECEIVED ON THIS RFP PRIOR TO BID.

Bullard Construction, Inc. agrees to comply with all RFP Documents referenced above and will enter into the General Construction Services Contract if selected for award.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read 'Justin Iodence'.

Justin Iodence
VP of Preconstruction

A handwritten signature in blue ink, appearing to read 'Marshall Hendon'.

Marshall Hendon
President

A handwritten signature in blue ink, appearing to read 'Matt Kartchner'.

Matt Kartchner
VP of Construction

Bullard Construction, Inc. was founded on the vision of building meaningful enduring relationships within our industry. The vast majority of our work is performed with repeat clients. This is a testament to both the level of service that we provide and our ability to build trust with our clients, design partners, subcontractors, vendors and tenants that we serve. There is nothing more rewarding than receiving a call from an Owner or Architect that we have partnered with on past projects to see if we are interested in assisting them with their upcoming projects. We have listed the items below that demonstrate our unique qualifications to be selected as the preferred General Contractor for the *Roseville General Construction Services*. *Our long standing working relationship with the City of Roseville demonstrates our ability to consistently deliver successful projects!*



COMPANY EXPERIENCE WORKING ON GENERAL CONSTRUCTION PROJECTS:

- We have been working with Municipalities, State and Federal Agencies since our founding in 1987.
- We have a dedicated CONSTRUCTION TEAM that will work with your Ownership and Design Team to provide invaluable support and analysis throughout the Constructability, Value Engineering, Site Logistics, Safety, Schedule, Procurement, Permitting and Budgeting Phases of the project.
- Bullard Construction, Inc. has extensive experience in delivering Design Assist, Design Build, Design Bid Build and Plan Spec Projects



LOCAL CONTRACTOR BASED IN CITRUS HEIGHTS, CALIFORNIA:

- Our office is located only 3.1 miles from the Roseville City Hall which will allow us to respond to any and all Preconstruction and Construction needs in an efficient and timely manner.
- We have developed strong working relationships with a wide variety of local subcontractors, vendors, building department officials & inspectors which is critical in establishing clear communication, setting project expectations and mitigating potential cost & schedule impacts.
- Bullard Construction, Inc's. Ownership Group are all working in the day to day activities of the business and will be heavily involved throughout the preconstruction and construction processes.



CORPORATE FINANCIALS

- Bullard Construction, Inc. is fiscally responsible and has developed an amazing reputation for paying our subcontractors and vendors consistently and according to the terms of the contract.
- We have long term positive relationships with our Banking, Bonding and Insurance partners.
- Our reviewed Corporate Financials and Bond Letters are available upon request.
- We perform financial background reports on our subcontractors to help ensure that they are financially capable of executing the project through closeout and warranty period.



EXPERIENCED CONSTRUCTION TEAM:

- We selectively hire, train and retain the best employees in the construction industry.
- Your designated Project Superintendent has 20 Years with Bullard and 30+ years in construction.
- Your designated Project Executive has 12 Years with Bullard and 25 years in construction.
-

TAB A: FIRMS QUALIFICATIONS

CORPORATE INFORMATION

Name of Corporation:	Bullard, Inc. dba: Bullard Construction, Inc.
Corporate Address:	7447 Antelope Rd. Ste. 202, Citrus Heights, CA 95621
Primary Contact:	Matthew Kartchner / Partner and VP of Construction
Primary Contact Email:	matt@bullardinc.net
Primary Contact Mobile:	(916)412-2019
Office Phone:	(916)485-4370
Company Website:	www.bullardinc.net
Years in Business:	37 (1987)
President:	Marshall Hendon
Vice Presidents:	Justin Iodence Bryan Bullard Matthew Kartchner
Secretary:	Matthew Kartchner
Treasurer:	Bryan Bullard
Contractors License:	CSLB #1002120 "B" General Contractor
Bank Reference:	River city Bank Dan Kellow (916)834-3618
Bonding Company:	Zurich American Ins. Company Dave Gillis (916)952-0800
Bonding Agent:	Stanley Matranga (916)474-4227

TAB A: FIRMS QUALIFICATION

BULLARD CONSTRUCTION ORGANIZATIONAL CHART



Marshall Hendon
President



Bryan Bullard
Founder / EVP



Justin Iodence
VP / Preconstruction



Matt Kartchner
VP / Operations



PROJECT MANAGERS

Kenny Chacon*

Brian Randlett
Bryan Meyer
Zach Uvalle
Ethan Sclare, Project Eng.

PROJECT SUPERINTENDENTS

Eric Dominguez*

Tony Hernandez
Joe Chapman
Tony Armstrong
Garry Lee Maier
Mike Hicks

FOREMAN / CARPENTERS

Jon Coffman*

Gavin Williams
Steve Loheit
Edgar Escobedo

ACCOUNTING & LABOR COMPLIANCE

Wendy Cruickshank*



1. Experience

- a. Bullard, Inc. has been providing construction services to The City of Roseville for the past 15 years. These projects have included scopes from various service repairs to the construction of your Waste Water Treatment Plant Metal Building and Fire Stations. We also maintain an "IDIQ" contract with the Judicial Council of California and perform work for them across the state to include Courtroom Remodels, Elevator Replacements, Mechanical, Electrical, Plumbing, Fire Alarm and Building Automation.
- b. Kenny Chacon will be the Project Manager and Eric Dominguez will be the Superintendent for the Roseville General Contractor Services. Resumes are included in TAB C.

2. Performance

- a. Punch list items are kept to a minimum through continuous inspection and communication with the Owner, Architect, Subcontractors and Building Inspectors.
- b. Quality Control will be achieved by utilizing our Project Management Software PROCORE to document and track all construction activities throughout the project. This process allows us to ensure that all of the most current project documents are distributed to the team in a timely and efficient manner.
- c. We will require our subcontractors to provide weekly as-built updates which we will verify onsite for work completed. Once verified, we will add them to the PROCORE Drawing files and distributed to the Owner and Architect.
- d. We utilize Meeting Agendas through PROCORE which are distributed prior to all OAC Meetings. Once the meeting has ended we update the Meeting Minutes and distribute to the team. (SEE ATTACHMENT K).
- e. Our approach to communication with the project team and owner is to be open, direct, and to always work to resolve any potential issues before they become an issue. Typically we will meet in person or via Zoom as frequently as required to ensure that we are meeting or exceeding our clients expectations.

3. Disputes and Resolutions

- a. We believe that documenting and clearly communicating any potential issues eliminates the majority of disagreements. When we become aware of an issue, we develop a plan that provides all available options to resolve the issue prior to meeting with ownership or the Architect and will work together with them to create a positive outcome.
- b. We have long standing working relationships with the majority of Subcontractors that we select for our projects. Disagreements will undoubtedly still occur, so our first step to resolve them would be through a review of the project documents. If there is a lack of clarity in the project documentation we will submit an RFI to the Owner & Architect. We believe that it is beneficial to meet with all of the subcontractors at the beginning of the project to set clear objectives and ensure that we are tracking towards the project objectives throughout the course of construction.

TAB B: EXPERIENCE AND REFERENCES

PARTIAL LIST OF PREVIOUS PROJECTS WITH THE CITY OF ROSEVILLE

Roseville Projects	City	State	Type
20-032 CoR Fire Station #2: Phase #2	Roseville	CA	Municipal
20-101 - COR FS#5 Awning (T&M)	Roseville	CA	Municipal
20-102 - COR CC Breakroom tops	Roseville	CA	Municipal
20-103 - COR - Royer Park Dryrot Repair	Roseville	CA	Municipal
20-104 COR Downtown Library Dry Rot	Roseville	CA	Municipal
20-105 - COR Boiler Tank Replacement	Roseville	CA	Municipal
20-105-2 - CoR Mahany WH Repair work	Roseville	CA	Municipal
20-107 Civic Center Soundproofing	Roseville	CA	Municipal
20-108 Downtown Skate Deterrents	Roseville	CA	Municipal
20-109 Corp Yard Parking Cover	Roseville	CA	Municipal
20-110 Compressor Enclosure Repair	Roseville	CA	Municipal
20-111 Downtown Statue Relocation	Roseville	CA	Municipal
20-112 BW/WTP 1st Floor Painting	Roseville	CA	Municipal
20-113 BW/WTP 2nd Floor Painting	Roseville	CA	Municipal
20-115 CoR Downtown Safety Rails	Roseville	CA	Municipal
20-116 Water Collections Building Painting	Roseville	CA	Municipal
20-117 Sports Center Bleacher Removal	Roseville	CA	Municipal
20-118 Collections Building Breakroom TI	Roseville	CA	Municipal
20-120 116 Grant St Concrete Improvements	Roseville	CA	Municipal
20-121 Demo Old Shop at Old Corp Yard	Roseville	CA	Municipal
20-124 CoR Courthouse Board Up	Roseville	CA	Municipal
20-127 BW/WTP 2nd Floor Painting II	Roseville	CA	Municipal
20-131 Old Firehouse Boardup	Roseville	CA	Municipal
20-133 EU High Density Storage	Roseville	CA	Municipal
20-134 Downtown Awning Move	Roseville	CA	Municipal
20-135 - Environmental Utilities Painting	Roseville	CA	Municipal
20-136 Corp Yard Meeting Room Door Move	Roseville	CA	Municipal
21-100 Roseville P&P Bonds for Contract	Roseville	CA	Municipal
21-103 - FM CoR Atrium Drywall Repair	Roseville	CA	Municipal
21-105 FM Legacy Building Water Damage	Roseville	CA	Municipal
21-106 FM Carnegie Museum Water Damage	Roseville	CA	Municipal

TAB B: EXPERIENCE AND REFERENCES

PARTIAL LIST OF PREVIOUS PROJECTS WITH THE CITY OF ROSEVILLE

21-108 - FM - 401 Oak St Barrier Walls	Roseville	CA	Municipal
21-109 FM Rock Wall Demo	Roseville	CA	Municipal
21-110-FM Maidu Track Light Replacement	Roseville	CA	Municipal
21-111 Roseville Electric Stucco Repair	Roseville	CA	Municipal
21-113 FM Corp Yard Office Header	Roseville	CA	Municipal
21-114 FM CoR Electric Window Infill	Roseville	CA	Municipal
21-115 FM CoR Electric Soundproofing	Roseville	CA	Municipal
21-116 FM MIM Rehab	Roseville	CA	Municipal
21-118 FM Parking Garage Bollard	Roseville	CA	Municipal
21-119 FM Corp Yd Office Tinting	Roseville	CA	Municipal
21-120 FM T&M Shelving Install	Roseville	CA	Municipal
21-121 FM Legacy Bldg. Rail Repair	Roseville	CA	Municipal
21-124 FM Downtown Window Repair	Roseville	CA	Municipal
21-126 -FM Bike Rack Removal	Roseville	CA	Municipal
21-201 EU - Locker Room Expansion	Roseville	CA	Municipal
22-215 Bollard Repair Sports complex	Roseville	CA	Municipal
22-203 FM Legacy Building Concrete Pad	Roseville	CA	Municipal
22-209 FM Downtown T&M Work	Roseville	CA	Municipal
22-210 Top Notch Tinting	Roseville	CA	Municipal
22-219 FM Maidu tile removal	Roseville	CA	Municipal
22-220 FM Pump house repair and paint	roseville	CA	Municipal
22-221 Fleet services painting	Roseville	CA	Municipal
22-222 Roseville PD Star	Roseville	CA	Municipal
22-223 Sargeant Elementary Painting	Roseville	CA	Municipal
22-229 Top Notch Tinting 2022	Roseville	CA	Municipal
22-230 COR Sports Center TV's	Roseville	CA	Municipal
22-231 RPD Real Crime Center	Roseville	CA	Municipal
22-234 Waste mngt cabinet install T&M	roseville	CA	Municipal
22-241 116 S. Grant st	Roseville	CA	Municipal
22-250 RAC ceiling Repair T&M	Roseville	CA	Municipal
22-301 EU-PGW/WTP Vent Fan	Roseville	CA	Municipal
21-108 - FM - 401 Oak St Barrier Walls	Roseville	CA	Municipal
21-109 FM Rock Wall Demo	Roseville	CA	Municipal
21-110-FM Maidu Track Light Replacement	Roseville	CA	Municipal
21-111 Roseville Electric Stucco Repair	Roseville	CA	Municipal
21-113 FM Corp Yard Office Header	Roseville	CA	Municipal

TAB B: EXPERIENCE AND REFERENCES

PARTIAL LIST OF PREVIOUS PROJECTS WITH THE CITY OF ROSEVILLE

23-229 Station 7 stucco repair	Roseville	CA	Municipal
23-229 Station 7 Stucco repair	Roseville	CA	Municipal
23-230 Vernon St. Parking Garage T&M	Roseville	CA	Municipal
23-232 Grant st window frosting	Roseville	CA	Municipal
23-234 FS 2 Kitchen floor	Roseville	CA	Municipal
23-236 Maidu Preschool	Roseville	CA	Municipal
23-237 FS 2 Concrete site work	Roseville	CA	Municipal
23-239 Maidu Activity Room #1	Roseville	CA	Municipal
23-241 Passport window tint	Roseville	CA	Municipal
23-244 Council Chambers closure T&M	Roseville	CA	Municipal
23-245 Fitness Center Activity Room	Roseville	CA	Municipal
23-250 RFC basketball hoops T&M	Roseville	CA	Municipal
23-251 Gooseport access door	Roseville	CA	Municipal
23-253 Maidu Outlets	Roseville	CA	Municipal
23-254 Parking Garage T&M	Roseville	CA	Municipal
23-255 Bus stop demo-29.204.3	Roseville	CA	Municipal
23-258 Station 9 Dorm	Roseville	CA	Municipal
23-259 Station 3 counter repair	Roseville	CA	Municipal
23-260 Roseville electric monitors	Roseville	CA	Municipal
23-261 PGWWTP Blinds	Roseville	CA	Municipal
23-204 Fleet services screen wall	Roseville	CA	Municipal
23-205 Main Library Access Door T&M	Roseville	CA	Municipal
23-206 Fleet services restrooms	Roseville	CA	Municipal
23-209 Royer Park Glass	Roseville	CA	Municipal
23-211 Water Works work stations	Roseville	CA	Municipal
23-212 Parking garage concrete T&M	Roseville	CA	Municipal

TAB C: QUALIFICATIONS OF TEAM

General Construction Service Projects have multiple complexities during the Design and Construction phases that demand a highly skilled and experienced project team. Every member of the team that we have thoughtfully selected for your GC Services has the requisite knowledge and project leadership experience to successfully deliver on your projects regardless of size and complexity.



Kenny Chacon
Project Manager

Project Responsibilities:

- Owner Contract Review
- Execute Subcontracts
- Procurement Schedule
- Project Schedule Updates
- Maintain RFI & CO Logs
- Payment Applications
- Facilitate OAC Meetings

Eric Dominguez
Project Superintendent

Project Responsibilities:

- Maintain Site Safety
- Schedule Inspections
- Maintain Daily Logs
- Schedule Subcontractors
- Enforce Quality Control Measures
- Supervise Daily and Final Clean
- Participate in OAC Meetings



Justin Iodence
Partner & VP Preconstruction

Project Responsibilities:

- MEP Coordination
- Constructability Review
- Provide Owner Updates
- Execute Owner Contract
- Prepare Contract Exhibits
- Participate in OAC Meetings

Marshall Hendon

President Estimating

Project Responsibilities:

- Develop Project Estimate
- Level Subcontractor Bids
- Maintain Project Financials
- Review Payment Applications
- Review Subcontract Agreements



Zach Uvalle
Project Engineer

Project Responsibilities:

- Maintain Procurement Schedule
- Assist with Buyout Log
- Maintain Daily Logs
- Assist with RFI & CO Logs
- Coordinate Resident Relocations
- Attend & Document OAC Meetings
- Review & Maintain Sub Insurance Log

Matt Kartchner

Partner & VP Operations

Project Responsibilities:

- Project Executive
- Scheduling Manager
- Owner Contract Review
- Prepare Site Logistics Plan
- Assist with Schedule Updates
- Review Payment Applications
- Participate in OAC Meetings





KENNY CHACON

Project Manager

EXPERIENCE

YEARS IN CONSTRUCTION: 35

YEARS EMPLOYED AT BULLARD: 22

CONTACT

 (916)717-8503

 kenny@bullardinc.net

SKILLSET

-  Constructability Review
-  Construction Scheduling
-  Contract Compliance
-  Subcontractor Negotiations
-  Strong Communication Skills
-  Building Code Compliance

EDUCATION

OSHA 30 Hour Certified

ABOUT ME

Kenny has over 35 years of Construction experience primarily working with Municipalities and Private Owners on Commercial Office Tenant Improvements and . He has worked as both a Project Manager and Project Superintendent on over 300 Tenant Improvement Projects.

RELEVANT PROJECT EXPERIENCE

Kenny's Partial List of Completed Projects

Account Manager- City of Roseville Contract
Green Acres New Store Build in Citrus Heights JCC Kern County Courthouse
Centene Corporation Office Build
Health Net Pharmacy Build
Centene Mechanical Yard
Dublin DUI Center



ERIC DOMINGUEZ

Project Superintendent

EXPERIENCE

YEARS IN CONSTRUCTION: 30

YEARS EMPLOYED AT BULLARD: 14

CONTACT

 (916)588-0330

 eric@bullardinc.net

SKILLSET

-  Driving the Construction Schedule
-  Inspection Coordination
-  Subcontractor Schedule and Phasing Plans
-  Project Quality Control
-  Safety Plan & Enforcement
-  Plan Review & Building Code Compliance

EDUCATION

OSHA 30 Hour Certified

ABOUT ME

Eric enjoys getting involved early on in the preconstruction process to assist with the constructability of design and implement changes that provide benefits to the owners, construction crews and inspectors as the projects are built out. His ability to manage the project schedule, coordinate multiple trade partners and effectively communicate with the owners and architects has allowed him to successfully complete over 20 Affordable Housing Rehabilitations.

RELEVANT PROJECT EXPERIENCE

Eric's List of Recent Projects

Bay Oak Apartments

East Palo Alto, California
March 2022- May 2023

The Bay Oak Apartment project included the rehabilitation of a 38 unit complex consisting of 5 Buildings and Community Room. The project included ADA improvements, replacement of the HVAC, roofing, siding, window, sliders, plumbing fixtures, DWV piping, flooring and electrical fixtures.

Bennett House Apartments

Fairfax, California
September 2019 - November 2020

The Bennett House project included the rehabilitation of a 70 Unit, 3 Story Senior Affordable Housing Project. The upgrades included ADA improvements, replacement of HVAC, stucco siding, windows, sliders, plumbing and electrical fixtures. It also included the construction of a ground up Maintenance Building.



ZACH UVALLE

Project Engineer

EXPERIENCE

YEARS IN CONSTRUCTION: 6

YEARS EMPLOYED AT BULLARD: 6

CONTACT

 (530)613-8274

 zach@bullardinc.net

SKILLSET

-  Excellent Communication Skills
-  Mission Focused
-  Attention to Detail
-  Organized and Diligent

EDUCATION

Bachelors in History **Boise State**

Construction Management Certified **UC Davis**

OSHA 10 Hour Certificate

ABOUT ME

Zach has been with Bullard Construction for 6 years and has proven to be a quick learner. He has executed the many duties of a Project Engineer on several of our largest affordable housing projects and our clients have been extremely impressed with his results.

RELEVANT PROJECT EXPERIENCE

La Mancha Apartments

Sacramento, California

December 2020-June 2021

The La Mancha project has the designation of being the "1st Homekey Project" in the Sacramento Region. It included the conversion of Hotel to Apartment units to help provide housing for the homeless residents and their families throughout the Sacramento Area. It included the renovation of a 4-story building to include ADA Upgrades, plumbing fixture replacement, flooring and common areas.

Summer Park Apartments

Fresno, California

November 2018 - November 2020

The Summer Park Apartment project involved the rehabilitation of a 248 unit, 17 building affordable housing complex on a 13 acre site. It included landscaping, demo, abatement, rough carpentry, windows, siding, doors, cabinets, countertops, mechanical, plumbing, electrical, roofing and paint and additional ground up construction of a new Community building and 4 laundry rooms.

Bay Oak Apartments

East Palo Alto, California

March 2022- May 2023

The Bay Oak Apartment project included the rehabilitation of a 38 unit complex consisting of 5 Buildings and Community Room. The project included ADA improvements, replacement of the HVAC, roofing, siding, window, sliders, plumbing fixtures, DWV piping, flooring and electrical fixtures.



JUSTIN IODENCE

MEP Coordinator

Partner / VP Preconstruction

EXPERIENCE

YEARS IN CONSTRUCTION: 27

YEARS EMPLOYED AT BULLARD: 5

CONTACT

 (916)717-7502

 justin@bullardinc.net

SKILLSET

-  Energetic Construction Leader
-  Contract Review and Execution
-  Developing GC Contractor Exhibits
-  In-Depth Knowledge of MEP Trades
-  Value Engineering

EDUCATION / CERTS

Plumber & Pipefitters Local 447 Apprenticeship

LEED AP USGBC

C20 HVAC Contractors License CSLB

United States Marine Corps

ABOUT ME

Upon completing his service in the US Marine Corps Justin transitioned into the construction industry as a Plumber & Pipefitter with Local 447. After 10 years as a field technician he moved into a VP leadership role for a large commercial mechanical firm in Sacramento. He joined Bullard Construction in 2020 and has made a significant positive impact in our preconstruction and MEP capabilities.

RELEVANT PROJECT EXPERIENCE

Bay Oak Apartments

East Palo Alto, California

March 2022- May 2023

The Bay Oak Apartment project included the rehabilitation of a 38 unit complex consisting of 5 Buildings and Community Room. The project included ADA improvements, replacement of the HVAC, roofing, siding, window, sliders, plumbing fixtures, DWV piping, flooring and electrical fixtures.

Hyatt Centric Mountain View

Mountain View, California

September 2017 - January 2020

The Hyatt Centric was ground up construction project for a new 6 story hotel. Justin supervised the installation and start-up of the associated mechanical equipment for the 1st floor mixed use, common areas and hotel rooms

Solano Community College Lab Building

Fairfield, California

June 2017 - December 2019

The Solano Community College Lab was a ground up Laboratory. As the Project Executive Justin oversaw the installation of the Chiller, Boiler, Air Handlers, Hydronic Piping, Exhaust Duct, Domestic and RO Water Systems, Storm Drains, Drain Waste & Vent Systems and associated building controls.



MARSHALL HENDON

Senior Estimator

Partner / President

EXPERIENCE

YEARS IN CONSTRUCTION: 20

YEARS EMPLOYED AT BULLARD: 11

CONTACT

 (916)337-7420

 marshall@bullardinc.net

SKILLSET

-  Plan Review and Interpretation
-  Estimating and Value Engineering
-  Subcontractor Selection and Contracts
-  Construction Trade Knowledge
-  Financial Reviews

EDUCATION / CERTS

BS Construction Management **Sacramento State**

LEED Green Associate **USGBC**

B Contractors License **CSLB**

ABOUT ME

Marshall is a problem solver at heart. His ability to quickly identify information and consistently deliver a positive solution is unmatched in our industry. He has been involved at every lever of construction and has a thoughtful well rounded approach to minimizing project risk and developing good outcomes.

RELEVANT PROJECT EXPERIENCE

La Mancha Apartments

Sacramento, California

December 2020 - June 2021

The La Mancha project has the designation of being the "1st Homekey Project." in the Sacramento Region. It included the conversion of Hotel to Apartment units to help provide housing for the homeless residents and their families throughout the Sacramento Area. It included the renovation of a 4-story building to include ADA Upgrades, plumbing fixture replacement, flooring and common areas.

Bennett House Apartments

Fairfax, California

September 2019 - November 2020

The Bennett House project included the rehabilitation of a 70 Unit, 3 Story Senior Affordable Housing Project. The upgrades included ADA improvements, replacement of HVAC, stucco siding, windows, sliders, plumbing and electrical fixtures. It also included the construction of a ground up Maintenance Building.

Bay Oak Apartments

East Palo Alto, California

March 2022- May 2023

The Bay Oak Apartment project included the rehabilitation of a 38 unit complex consisting of 5 Buildings and Community Room. The project included ADA improvements, replacement of the HVAC, roofing, siding, window, sliders, plumbing fixtures, DWV piping, flooring and electrical fixtures.



MATT KARTCHNER

Project Executive
Partner / VP Construction

EXPERIENCE

YEARS IN CONSTRUCTION: 26

YEARS EMPLOYED AT BULLARD: 14

CONTACT

 (916)412-2019

 matt@bullardinc.net

SKILLSET

-  Project Scheduling
-  Skilled Labor Leader
-  Project Financials & Accounting
-  Maintains Positive Owner Relationships
-  Value Engineering

EDUCATION / CERTS

BS Construction Management Brigham Young

OSHA 30

NPDES & SWPPP

Construction Document Technologist

ABOUT ME

Matt has excelled in Managing Projects ranging from \$5M thru \$250M. He has a diverse set of project experience which allows him to effectively communicate project objectives. He has spent the past 10 years primarily working on Affordable Senior Housing Projects.

RELEVANT PROJECT EXPERIENCE

Clare Garden Apartments

Denver, Colorado

December 2020 - March 2023

Clare Gardens Apartments is a 128 Unit, townhome style affordable housing complex consisting of 21 buildings spread over 7 acres. The scope included all required ADA improvements, demo/abatement, siding, windows, doors, flooring, mechanical, electrical, plumbing, cabinets, countertops, appliances, landscaping and sitework to include underground detention systems.

Summer Park Apartments

Fresno, California

November 2018 - November 2020

The Summer Park Apartment project involved the rehabilitation of a 248 unit, 17 building affordable housing complex on a 13 acre site. It included landscaping, demo, abatement, rough carpentry, windows, siding, doors, cabinets, countertops, mechanical, plumbing, electrical, roofing and paint and additional ground up construction of a new Community building and 4 laundry rooms.

EADS Square Senior Apartments

St. Louis, Missouri

March 2015- March 2016

The EADS Square Apartment project included the full rehabilitation of a 30 year old, 4-story, 104 affordable housing unit building to include elevator, new trash chute, mechanical, plumbing, fire alarm and electrical.

Attachment H COST PROPOSAL

Standard hourly rate (straight time)	\$ <u>145.00</u>
Overtime hourly rate (overtime)	\$ <u>205.00</u>
Emergency response hourly rate	\$ <u>205.00</u>
Mileage/Travel/Fuel charge (if applicable):	\$ <u>60.00</u>
Minimum charge (if applicable)	\$ <u>290.00</u>

Time and material rate per hour (for general construction)	\$ <u>145.00</u>
--	------------------

Subcontractor Mark-up (if applicable)	% <u>10</u>
Response time (standard)	<u>24</u> hrs
Response time (emergency)	<u>4</u> hrs
Number of qualified local contractors:	<u> </u>

Materials or rentals provided by the Contractor shall be billed on a “cost plus” basis. Indicate your percentage markup of the actual cost of materials. Note: Percentage markup shall include any travel time needed for pickup and delivery of materials.

Materials Mark-up:	% <u>10</u>
--------------------	-------------

Are the above hourly rates calculated from the time your staff leave your premises or upon arrival at the job site? Please explain.

Calculated from time staff arrives at the job site

PROVIDE DETAILED SAMPLE INVOICE

To better evaluate your firm’s proposal and capabilities, please furnish a sample invoice per the following example:

Provide a sample invoice for a hypothetical \$5,500.00 project, which includes a breakdown of labor hours and labor rate, material cost plus mark-up and any mileage/travel/fuel charges.

See following pages for Sample Invoice

TO OWNER/CLIENT:

City of Roseville - EU
2005 Hilltop Circle
Roseville, California 95747

PROJECT:

SAMPLE
2005 Hilltop Circle
Roseville, California 95747

APPLICATION NO: 1**INVOICE NO: 1****PERIOD:** 01/01/24 - 01/31/24**PROJECT NO:** 24-001**FROM CONTRACTOR:**

Bullard Construction, Inc.
7447 Antelope Road, Suite 202
Citrus Heights, California 95621

VIA ARCHITECT/ENGINEER:**CONTRACT DATE:****CONTRACT FOR:** RFP - General Construction Services**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1.	Estimated Contract Sum	\$5,500.00
2.	Net change by change orders	\$0.00
3.	Contract Sum to date (Line 1 ± 2)	\$5,500.00
4.	Total completed and stored to date (Column G on detail sheet)	\$5,500.00
5.	Retainage:	
	a. 0.00% of completed work	\$0.00
	b. 0.00% of stored material	\$0.00
	Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$0.00
6.	Total earned less retainage (Line 4 less Line 5 Total)	\$5,500.00
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$0.00
8.	Current payment due:	\$ 5,500.00
9.	Balance to finish, Estimated (Line 3 less Line 6)	\$ 0.00

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: Bullard Construction, Inc.

By: _____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$0.00	\$0.00
Total approved this month:	\$0.00	\$0.00
Totals:	\$0.00	\$0.00
Net change by change orders:	\$0.00	

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 1
APPLICATION DATE: 2/29/2024
PERIOD: 01/01/24 - 01/31/24

Contract Lines

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	ESTIMATED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	L-06-1000.O Rough Carpentry - Labor.Other	Carpenter Hours = 30 @ \$130	\$3,900.00	\$0.00	\$3,900.00	\$0.00	\$3,900.00	100.0%	\$0.00	\$0.00
2	M-06-1000.O Rough Carpentry - Material.Other	Total Materials @ 10%	\$1,600.00	\$0.00	\$1,600.00	\$0.00	\$1,600.00	100.0%	\$0.00	\$0.00
TOTALS:			\$5,500.00	\$0.00	\$5,500.00	\$0.00	\$5,500.00	100.0%	\$0.00	\$0.00

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$5,500.00	\$0.00	\$5,500.00	\$0.00	\$5,500.00	100.0%	\$0.00	\$0.00

Bullard Construction, Inc. has fully reviewed the RFP as issued and provides assurances with regards to the following:

Section 5.0 – No substitution of a member of the designated Project Team, including sub-consultants or sub-contractors (if any) will occur without prior written approval from the City.

Section 10.4 – No conflict of interest exists between Bullard Construction, Inc. and the City of Roseville including any staff, employee or official of the City.

Section 10.7 - Bullard Construction, Inc. is capable and agrees to fulfill the indemnification and insurance requirements as contained in the Sample Contract (shown as Attachment A in the RFP)

Section 10.23 – Bullard Construction, Inc. attests that nothing contained in this proposal is to be construed or portrayed as proprietary in any way, shape or form.



Secretary of State Certificate of Status

Entity Name: BULLARD, INC.
Entity No.: 3730086
Registration Date: 11/26/2014
Entity Type: Stock Corporation - CA - General
Formed In: CALIFORNIA
Status: Active

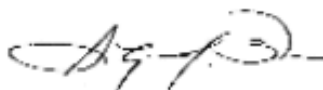
The above referenced entity is active on the Secretary of State's records and is authorized to exercise all its powers, rights and privileges in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the date of this certificate and does not reflect documents that are pending review or other events that may impact status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of July 17, 2024.



SHIRLEY N. WEBER, PH.D.
Secretary of State

Certificate No.: 229516222

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at bizfileOnline.sos.ca.gov.

PROPOSER'S CERTIFICATION

I hereby propose to furnish the goods or services specified in the Request for Proposals ("RFP"). I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Roseville ("City") adequate time to evaluate the qualifications submitted.

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this RFP. The information contained in this proposal is true and correct to the best of my knowledge and is signed under penalty of perjury under the laws of the State of California. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its authorized agent and that the firm is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, firm or corporation submitting a proposal for the same product or service; that this proposal is fair and made without outside control, collusion, fraud or illegal action; that no officer, employee or agent of the City or any other proposer is financially interested in said proposal; that no undue influence or pressure was used against or in concert with any officer, employee or agent of the City in connection with the award or terms of the contract that will be executed as a result of this RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Bullard, Inc.

NAME OF BUSINESS



SIGNATURE

Matthew D Kartchner

NAME & TITLE, TYPED OR PRINTED

7447 Antelope Rd, Ste 202, Citrus Heights, CA 95621

MAILING ADDRESS

(916) 485-4370

TELEPHONE NUMBER

matt@bullardinc.net

EMAIL

Type of Organization:

____ Sole Proprietorship

X Corporation

____ State of Incorporation

____ Partnership

____ Limited Liability Company

**NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the Corporate Secretary of Bullard, Inc, 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 17 July 2024 [date], at Citrus Heights [city], CA [state].



(Signature of Declarant)

CONTRACTOR LICENSES

CA State Lic No.	Name on License	Class/Type	Expiration Date
1002120	Bullard, Inc dba Bullard Construction, Inc	B- General Building	3/31/2025

License # 00807479

* 1000024551 Exp date: 6/30/2027

SUBCONTRACTOR LIST

If subcontractors will not be used, proposer must write "NONE". For construction contracts, in accordance with the Public Contract Code, Part 1, Chapter 4, Subletting and Subcontracting, Contractors must list the name and business address of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the prime contractor's total bid, or in the case of bids or offers for the construction of streets and highways, including bridges, in excess of one-half of one percent (0.5%) of the prime contractor's total bid or ten thousand dollars (\$10,000) whichever is greater.

Company Name	VASKO ELECTRIC
Principal	Darryl Vasko
Address	4300 Astoria Street
City	Sacramento
Phone	(916) 568-7700
Job capacity	Electrical & Low voltage/Fire Alarm
Percentage of total work	
Licenses and numbers	C10 - 471434
DIR Contractor Registration Number & Expiration Date	1000002164 - 6/30/2025

Company Name	River City Painting
Principal	Glenn Brown
Address	4619 Auburn Blvd
City	Sacramento
Phone	(916) 349-9900
Job capacity	Painting & Wall coverings
Percentage of total work	
Licenses and numbers	C-33 / C-61 / D12 - 485974
DIR Contractor Registration Number & Expiration Date	1000003097 06-30-2024

TAB E: REQUIRED STATEMENTS/DOCUMENTS

SUBCONTRACTOR LIST (ATTACHMENT F)

Company Name	Custom Transitions, Inc.
Principal	Jeff Hutson
Address	5316 Roseville Rd, Ste J
City	North Highlands
Phone	(916) 344-3515
Job capacity	Casework & Millwork
Percentage of total work	
Licenses and numbers	C5 / C6 780556
DIR Contractor Registration Number & Expiration Date	1000035929

Company Name	Rico's Window Coverings Sytems
Principal	Rico Morotti
Address	9893 Horn Rd
City	Sacramento
Phone	(916) 366-7426
Job capacity	Window Coverings & Tinting
Percentage of total work	
Licenses and numbers	C61 / D52 - 554303
DIR Contractor Registration Number & Expiration Date	1000002980

Company Name	Cal Acoustic Interiors, Inc.
Principal	Eddie Hanks
Address	6105 Main Ave, Suite 13
City	Orangevale
Phone	(916) 989-1852
Job capacity	Acoustical Tile Ceilings & Panels
Percentage of total work	
Licenses and numbers	C2 - 657810
DIR Contractor Registration Number & Expiration Date	1000003846 6/30/2025

Refer to "TAB D"

Bullard, Inc. takes no exceptions to the terms and conditions described in the RFP Documents and is willing to enter into contract based on the stated terms.

Clarifications:

1. Prevailing wages and normal working hours are included.
2. The existing elevator will be used to stock materials into the building. Items that will not fit in the elevator will be hoisted through an exterior window.
3. Temporary barriers and dust control measures will be implemented in effort to avoid disturbances to existing tenants.
4. We have assumed the building owner will pay for temporary power and water usage fees during construction.
5. There is a discrepancy in the design documents relating to door frame materials. We figured steel Timely frames in our bid.
6. The interior glass door and window design is not complete enough to quote at this point. We included a \$103,000 allowance in our bid for this scope of work.
7. Wood doors will be factory pre-finished.
8. The new drywall finish shall be a Level 4 finish to match the existing drywall.
9. The ceramic tile will be installed with a thin-set application.
10. Code required signage is included. We did not include building or room identification signage.
11. The toilet partitions are figured to be Bobrick laminated partitions.
12. Breakroom appliances are owner furnished; owner installed.
13. Fire sprinklers will be a deferred submittal.
14. The drawings did not include emergency lighting, but we have included it in our bid.
15. All line voltage, lighting, and fire alarm wiring is figured to be installed in conduit.

Exclusions:

1. Design or permit fees.
2. Removal or installation of systems furniture.
3. Back-up generator. It's our understanding this scope was removed from the project.
4. Exterior building work or site work.
5. Window coverings. We did not see any requirements in the documents.
6. Removal of existing soffit framing and drywall. Given the soffits are shown to remain we included removal and patching of the drywall as needed to accommodate the new work.
7. Repairs to existing flooring substrates beyond normal minor patching and prep.
8. Epoxy grout at ceramic tile.
9. Painting of common areas.
10. Elevator modernization or upgrades.
11. Cleaning of existing ductwork or registers to remain.

Bullard, Inc. is a fiscally responsible Corporation as evidenced by our strong financials and bonding capability. We are not experiencing any pending bankruptcy, liens, stop payment notices, judgments or lawsuits.

Reviewed Corporate Financials and Letter of Bondability are available upon request

RESOLUTION NO. 24-356

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND CARTER-KELLY, INCORPORATED, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a contract purchase agreement (3004158) for general construction services as-needed, by and between the City of Roseville and Carter-Kelly, Incorporated, 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.

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to execute four (4) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



Contract Purchase Agreement 3004158

Supplier Details:

Company Carter Kelly Incorporated
Contact Jim Carter
Address PO Box 1477

Placerville, CA 95667

Submit your response to:

Company City of Roseville
Contact Sue Jessup
Address Purchasing Division
311 Vernon St
Roseville, CA 95678
Phone (916) 746-1107
Fax (916) 746-1115
E-mail SJessup@roseville.ca.us

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

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

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

Sole proprietorship - By owner

Partnership - Any general partner

Corporation - Two options:

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

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

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

Insurance requirements:

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



Contract Purchase Agreement 3004158

Agreement	3004158
Agreement Date	30-AUG-2024
Revision	0
Agreement Amount	500,000.00 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 **Carter Kelly Incorporated**
PO Box 1477

Placerville, CA 95667

Phone: (916) 825-4492
Fax: ()
Email: jimc@carterkelly.com

Description of Labor, equipment and/or materials THE SERVICES CALLED FOR UNDER CITY OF ROSEVILLE REQUEST FOR PROPOSAL #08-142 AND CONTRACTOR'S PROPOSAL THERETO TITLED CITY OF ROSEVILLE RFP 08-142 GENERAL CONSTRUCTION SERVICES (HEREINAFTER "PROPOSAL"). THE TERMS AND SCOPE OF WORK OF CITY OF ROSEVILLE REQUEST FOR PROPOSAL #08-142 AND CONTRACTOR'S PROPOSAL ARE HEREIN MADE PART OF THIS CONTRACT PURCHASE AGREEMENT AND FULLY INCORPORATED BY REFERENCE.

START DATE: EXECUTED AGREEMENT
 END DATE: 12 MONTHS FROM DATE OF EXECUTED AGREEMENT

PLEASE CONTACT BLAINE WIEGEL IN THE ENVIRONMENTAL UTILITIES DEPARTMENT AT 916-746-1833 OR BY EMAIL AT BWIEGEL@ROSEVILLE.CA.US FOR QUESTIONS REGARDING THIS AGREEMENT.

The total amount of this agreement is an approximate value only. The City cannot guarantee whatsoever the actual value of this contract.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	10991	Net 30	Freight on Board at the destination	Destination	Best Method
Start Date	End Date	Confirm To			
Sue Jessup Phone 1-916-746-1107					

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>. In compliance with Labor Code Section 1773.2, as may be amended from time to time, Contractor shall cause a copy of this website to be posted at each jobsite, as applicable.
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 thirty (30) 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. Vehicles with a gross vehicle weight rating (GVWR) greater than 8,500 lbs. and light-duty package delivery vehicles operated in California may be subject to the California Air Resources Board (CARB) Advanced Clean Fleets regulations. Such vehicles may therefore be subject to requirements to reduce emissions and air pollutants. For more information, visit the CARB Advanced Clean Fleet webpage at <https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets>.
20. Contractor/consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications, if any, shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.
21. 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.

22. 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.
23. The Levine Act (Govt. Code, Section 84308) requires a Party (and its agent(s), if any) to a Proceeding before the City of Roseville that involves any action or consideration related to their contract, license, permit, or other entitlement for use, to disclose any campaign contributions made to City elected or appointed officers totaling more than \$250 within the twelve (12) months prior to the City decision and while a proceeding is pending, and includes certain prohibitions on contribution activity thereafter. If applicable campaign contributions have been made by Contractor and/or its agent(s), Contractor is responsible for compliance, including for its disclosure obligations, if any, as further described at: https://www.roseville.ca.us/government/departments/city_clerk/transparency/levine_act.
24. 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.
25. 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. 00804446
Contractor License No. 407415
DIR Registration No. 1000002967

Check mark the applicable company type below:

☒ Corporation
☐ Limited Liability Company
☐ Partnership
☐ Sole Proprietor

Contract Purchase Agreement 3004158

City Reserves the right to withhold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.
Construction T&C
REV 3/21/24 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

Contract Purchase Agreement 3004158

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.

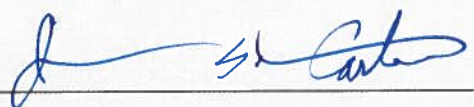
It is important to note that the presence of asbestos does not mean you have been exposed. Exposure results when friable asbestos particles are inhaled or ingested. Asbestos becomes friable when material containing asbestos is drilled, sanded or disturbed by remodeling or demolition work or when the 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.

Contract Purchase Agreement 3004158

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

Sign to acknowledge receipt of asbestos notification:

SIGNATURE	
COMPANY NAME	CARTER-KELLY INC.
DATE	9-10-24

Asbestos
Rev 01/16/19

CALIFORNIA AIR RESOURCES BOARD REGULATION COMPLIANCE

Please indicate whether the Contractor is subject to, and/or in compliance with, the following regulations of the California Air Resources Board.

In-Use Off-Road Diesel-Fueled Fleets Regulation

- 1) Will vehicles subject to Cal. Code Regs., tit. 13, §§ 2449 et seq. be used for the project?
This includes, but is not limited to:
 - a) Vehicles with a diesel-fueled or alternative diesel fueled off-road compression-ignition engine with maximum power (max hp) of 25 horsepower (hp) or greater provided that the vehicle cannot be registered and driven safely on-road or was not designed to be driven on-road, even if it has been modified so that it can be driven safely on-road
 - b) Workover rigs
 - c) Certain two-engine vehicles

Yes ____ No ____
- 2) If you answered "Yes" to 1), you **must** submit a valid Certificate of Reported Compliance to the City as provided in Cal. Code Regs., tit. 13, § 2449(n).

Advanced Clean Fleets Regulation

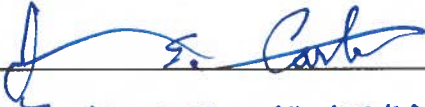
Pursuant to Cal. Code Regs., tit. 13, § 2013(i)(1), the Contractor shall submit to the City a document evidencing that it is listed on the CARB Advanced Clean Fleets webpage as a compliant fleet **OR** a signed statement stating that it is not subject to the High Priority and Federal Fleets regulation of title 13, CCR section 2015 through 2015.6.

The High Priority Fleets regulation applies to, without limitation, entities with more than \$50 million in gross annual revenues and/or which own, operate, or direct the operation of 50 or more vehicles in the total fleet.

- 1) Is the Contractor subject to the High Priority and Federal Fleets regulation of title 13, CCR section 2015 through 2015.6?
Yes ____ No X
- 2) If you answered "Yes" to 1), you **must** submit a document evidencing that you are listed on the CARB Advanced Clean Fleets webpage as a compliant fleet.

Signature: 
Title: PRESIDENT

Supplier

Signature: 

Print Name: JAMES E. CARTER

Title: PRESIDENT

Date: 9-10-24

Supplier

Signature: 

Print Name: Maureen Carter

Title: Corp. Secretary

Date: 9-10-24

City of Roseville, A Municipal Corporation

Signature: _____

Print Name: **Dominick Casey**

Title: **City Manager**

Date: _____



April, 2022

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Vendor:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

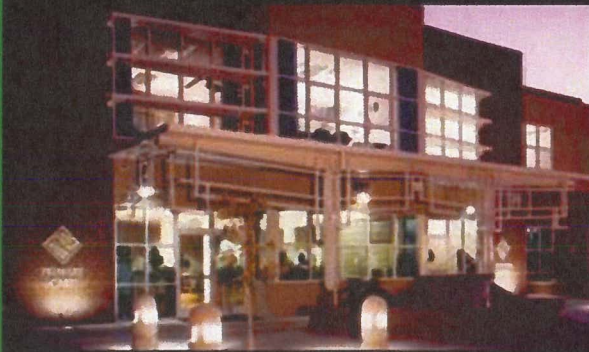
This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at \$5 million or more you must report to the City of Roseville your compliance with economic sanctions including steps you have taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

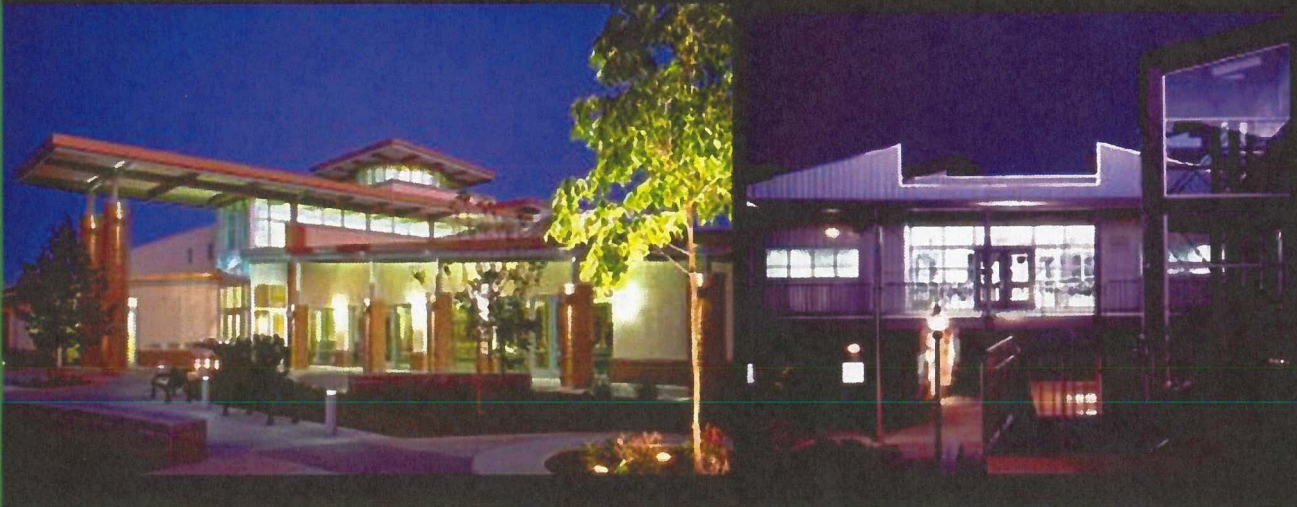
Sincerely,

DocuSigned by:
Shannon Wiest 4/25/2022
A3035660A19747F
Shannon Wiest
City of Roseville
Purchasing and Warehouse Manager

"BUILDING RELATIONSHIPS ON A FOUNDATION OF INTEGRITY"



P.O. Box 1477 • Placerville, CA 95667-2211 • 530.621.0950



City of Roseville RFP 08-142 General Construction Services

311 Vernon Street
Roseville, CA 95678
Attention: City Clerk Department
DUE: 07/31/24 @ 3 PM



City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678

We are pleased to submit our proposal regarding RFP 08-142 General Construction Services for the City of Roseville. Thank you for the opportunity to be a part of this project and for letting us continue to be a part of your team.

Our experience meets your requirements in the following areas:

- We specialize in education (DSA), and public facilities construction. Our experience ranges from constructing new ground up facilities, to expansions, to relocations, to modernizations. We manage each project so that it may be constructed utilizing quality, yet cost effective building materials and construction procedures.
- We are completely committed to satisfying our client's expectations. Our time is expended to create solid teams that work in collaboration with our clients and their architects. Due to these convictions, relationships flourish with our clients and make us excellent partners in all construction projects.
- We employ a full staff with all the resources needed to maintain and adequately manage projects varying in size and scope. Within our company, we have professionally trained staff in the following areas; constructability review, cost estimating, value engineering, production scheduling, contract control software applications, accounting, bidding, budgeting and negotiating. Our staff is well versed and proficient with clerking certified payroll, safety, and monitoring all contract requirements.
- We are most proud of the very respectable relationships we have enjoyed, for more than thirty years, with numerous School Districts, Community Colleges and numerous public entities.

Today we are prepared to meet your needs as a general contractor for this project in making sure you achieve your design, schedule and budgetary requirements. In reviewing this SOQ; you will find a match between our project history and your needs, as we have completed numerous projects of size, scope and estimated budget. We consider this SOQ a step forward in continuing our relationship with the City of Roseville. We at Carter-Kelly, Inc. feel qualified to meet all your needs regarding; design assistance, constructability reviews, value engineering when applicable and construction services on all future projects.

On the following pages; per the RFP submittal format and content, you will find: Carter-Kelly, Inc. has the financial strength, management and construction methodology expertise to deliver on the scope and schedule of work to be accomplished for the City of Roseville. Finally, I include my signature as our commitment to your success. Again, thank you for your consideration.

James Carter certifies under penalty of perjury, under the laws of the State of California, that all information provided in its proposal, including without limitation in exhibits thereto and its Cost Proposal, is true and correct

Sincerely,

A handwritten signature in blue ink, appearing to read "James E. Carter", is written over a horizontal line.

James E. Carter; President, Carter-Kelly, Inc. / 530-621-0950 / jimc@carterkelly.com
PO Box 1477 Placerville, CA 95667 / 171 Middletown Road. Placerville, CA 95667

Attachment B

PROPOSER'S CERTIFICATION

I hereby propose to furnish the goods or services specified in the Request for Proposals ("RFP"). I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Roseville ("City") adequate time to evaluate the qualifications submitted.

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this RFP. The information contained in this proposal is true and correct to the best of my knowledge and is signed under penalty of perjury under the laws of the State of California. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its authorized agent and that the firm is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, firm or corporation submitting a proposal for the same product or service; that this proposal is fair and made without outside control, collusion, fraud or illegal action; that no officer, employee or agent of the City or any other proposer is financially interested in said proposal; that no undue influence or pressure was used against or in concert with any officer, employee or agent of the City in connection with the award or terms of the contract that will be executed as a result of this RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Carter - Kelly, Inc.

NAME OF BUSINESS

SIGNATURE

James E. Carter - President

NAME & TITLE, TYPED OR PRINTED

PO Box 1477, Placerville, CA 95667

MAILING ADDRESS

(530)621-0950

TELEPHONE NUMBER

jimc@carterkelly.com

EMAIL

Type of Organization:

____ Sole Proprietorship

☒ Corporation

____ State of Incorporation

____ Partnership

____ Limited Liability Company

TAB A – FIRM QUALIFICATIONS

OVERALL APPROACH

CKI - Philosophy: The Carter-Kelly philosophy states, “Building Relationships on a Foundation of Integrity.” This core value will guide us in every step of our collaborative engagement with the City of Roseville. We will offer our experience to the city and the city’s chosen architect. We will listen and learn from the experience of the City of Roseville staff and the architects. We believe we have the capacity to be both a student and a teacher in our professional field. Sharing the knowledge will make the team stronger and will ensure delivery of facilities the City of Roseville will be proud of for many years to come.

CKI - Scope of Work - Approach: A Team Concept will be the corner stone of the approach and delivery methodology where Carter-Kelly will lend years of public facility construction experience to understanding and facilitating our client’s desires, goals and expectations. We have always had our client’s best interest at heart. We have always worked closely with our architects as partners in a mutually collaborative arrangement to minimize change orders and execute construction services as planned. Ensuring an operational schedule to facilitate the budgetary, time and resource constraints considered in every project. We value engineer at every opportunity for the betterment of the facility, the owner and the end users. In summary, we have operated as a Lease-Leaseback entity (a partnership) long before it became a documented and accepted construction project delivery method within the Education Code.

- Initial “Goal Setting” meetings will define the overall and detailed strategic plan in order to move the project to a successful completion. These in-depth “Goal Setting” meetings will provide clear, definable expectations for all of the team members and establish an open communication channel.
- Construction Schedule – Carter-Kelly will leverage Primavera Project Management P6 software as the system of record for all construction activities and project schedules. Critical Path Milestone scheduling services may also be leveraged through our professional scheduling service partner at On Track Scheduling.
- Staging and Logistics will be planned and established early in the project. Recurring evaluation as project progression occurs, weather impacts are considered and the project site is transformed. This review-do-review methodology will help to minimize impact upon an active campus operation and facilitate an expeditious construction schedule.

CKI - Team Members: I, Jim Carter will have primary overall responsibility and accountability to the City of Roseville. CK Project Manager will provide CKI Project Management oversight; while supporting our designated CKI Onsite Superintendent and field personnel during the lifecycle of the project.

CKI – Active Campus: CKI has vast experience working on facilities projects where the campus is fully engaged and active. Our approach to active campus management is 3 fold:

1. Collaboration with facilities and staff. Coordination of the construction schedule with the staff schedule. At CKI we understand it is easier to adjust our schedule than disrupt or augment the public activities. Even normal everyday activities are accounted for such as heavy traffic in the morning and afternoon/evening periods. We schedule deliveries and large scale operations before or after these timeframes.
2. Separation of areas between construction and public activity
3. Safety and security for all public, staff and construction workers. Safety is paramount for all individuals who work on an active construction site. Security of the public and staff is also primary to CKI. All CKI employees are Live-Scanned and fingerprinted as an additional assurance that our employees pose no threat to the active campus life.

In summary, our experience working through construction projects from ground ups or modernizations on occupied environments is extremely extensive. Rather than painting our own picture, please review the quote below from one of our clients regarding Carter-Kelly performance on a \$6,000,000 Modernization on an active middle school campus.

Buckeye Union School District

"... While we all focus on budget and time, many of these projects have taken place while school is in session. Their ability to keep things moving, minimizing impacts to the schools operations, and working with the school staff and general public is second to none. Their collaborative approach to these projects insures successful solutions to all parties involved ... We are currently delivering a modernization through the Lease-Lease Back method. This method has taken the collaboration to a whole new level..."

Ray Boike; Director of Facilities, Buckeye Union School District - July 11, 2008

PRE- CONSTRUCTION SERVICES

- We will, as stated previously, keep our clients best interest at heart and always seek to value engineer and return cost savings to the customer without disruption to approval proceedings and primary schedules. Our partnership mentality and approach will allow for deep collaboration with The Architect when we are seeking the next right answer.
- Bringing our experience in LEED construction methodologies, our understanding of CHPS (Collaborative for High Performance Schools) and DSA/OSHPD experience to the table will enhance the qualities of this project for sustainability and usage by the public.
- In providing our services; we will not only ask critical questions, but also answer the same when qualified to do so. Helping to resolve difficult issues as a team ensuring that the construction process will proceed smoothly.
- Our cost estimating strengths lay in the area of public works, particularly educational projects. The majority of our work has been performed for the past twenty plus years in this arena. We have accumulated a significant amount of first hand costing data from which to draw from regarding project costs. Carter-Kelly, Inc. self performs nearly all of its own concrete work, rough carpentry and miscellaneous specialties which sets a foundation standard for quality and schedule. Our excellent working relationship with various major and specialty subcontractors provides us with a distinct advantage when reviewing preliminary plans and assuring that the project is staying within budget. These relationships coupled with our experience are beneficial when providing constructability reviews and value engineering suggestions.

PROJECT CONTROLS (PRIMAVERA)

Carter-Kelly will utilize Primavera Project Management software as construction process system of record. We use a Primavera Expedition contract control software program, to maintain project contract records. Primavera is a widely accepted construction project management tool. The application is leveraged for record keeping of all CKI project activity. All reports and forms are simple to produce and easy to understand, and communicated via email to all team members.

The reporting channels will follow the chain of command within Carter-Kelly. The primary CKI General Superintendent will report through the CKI PM to the City, IOR and AP at weekly production status meetings. CKI believes that adequate staffing and thorough communication will always lead to timely, accurate and complete projects.

CONSTRUCTION & SUPPORT SERVICES

- **Complete construction of site work and buildings per plans and specifications:**

We feel our construction team is the best qualified for these projects based on a continuous effort striving for excellence on any delivery of service we provide. Carter-Kelly, Inc. only engages a limited number of projects in a given year, thus guaranteeing we have well qualified and competent people at every position on every project. Over the years, we have built up a very competent office staff and extremely qualified field personnel as well. We feel very confident in accomplishing all projects on schedule and within a driven budget. Throughout construction, we will maintain quality assurance on all levels. Quality assurance of the construction process will provide you with a safe, attractive facility, which will hold its value for years to come. Our construction administration includes a requirement for a minimum of two complete sets of full-size contract drawings on the jobsite, one is reproducible, and one is a Red-Line / As-Built set to record any deviations made. Prior to scheduling a final facility acceptance inspection, we will submit the record drawings to the city for review and acceptance of the drawings.

- **Prepare project progression reports, billing/accounting and payment reports:**

Our management team remains diligent in tracking project progress throughout the life-cycle. We understand our clients desire to be kept well informed at all stages throughout the project and kept abreast of any and all changes taking place on site. We are very proud of the collaboratively oriented processes we have developed over the years which allow us to keep current, accurate and detailed records. Accessibility to these records can be achieved within a few moments for use by our staff or information disseminated to our clients. We typically produce the following reports for each site meeting: Change Log - documenting all items which either result in a cost, scope, or time change. RFI Log - showing all RFI's including a full description of the information requested including the answer, if available. Submittal Log - detailing all items submitted and an exact status of each item. Individual Change Order Proposals - whether they are a recap of a change performed time and material or a proposal being presented before the work is to begin. All of these items are very easy to understand and provide the information the owner, architect and various sub-contractors need to review for their use in making educated decisions.

For billing purposes we use the standard AIA schedule of values form for each trade category and specification section. We invoice the owner on or about the first of every month based on the prior month's work completed. We review the pay application with the owner, inspector and architect and when in agreement, the owner pays 95% of the invoice amount. The remaining 5% (retention) is kept until 35 days after the notice of completion is filed and the owner releases that amount.

During the course of the project we do not release any monthly draws to the subcontractors until all paperwork is complete; including Certified Payroll Reports, conditional lien releases from suppliers, and updated as-built drawings are provided. When the final 5% retention is released we require the subcontractor to provide us with all the warranty items, unconditional final lien releases, affidavit of prevailing wage payment, as built drawings complete, training verifications and any other requirements we deem necessary before final payment is released.

- **Coordinate and expedite record drawings and specifications; compile operations and maintenance manuals, warranties/guarantees, and certificates:**

Over thirty years we have worked with many different public entities and have been asked to provide record drawings and specifications in many various formats. We provide our clients with the tools they can use in the future to maintain their new facility. We will provide the final documents in whatever format the Client requires to ensure the end users have access to these documents and associated facility knowledge for their future use.

- **Obtain occupancy permits; coordinate final testing, documentation, and governmental inspections:**



Prior to the Client's final acceptance inspection, we will have all punch list items completed, these include; our own items, the inspector's items, the architects and all design consultant's items. The buildings will be cleaned and in full operational mode prior to the City's final acceptance inspection. This includes all local municipality inspections and finals, occupancy acceptance by the local fire department, and final testing of all equipment completed before occupancy takes place. Once the City has had possession of their facility for one year, we stand ready at the City's request for a one year follow up walk through to determine if there are any items which need to be addressed and/or fixed. The one year warranty-walk through and the City post-occupancy evaluation will also ensure that all warranty claims are properly identified and resolved.

We will submit upon completion, a complete comprehensive operations manual, in whatever quantity the City requests. This manual is for use throughout the life of the facility and will include operation and maintenance procedures, test certificates, start up certificates, warranties and guarantees and a list of all training sessions performed. A full commissioning process if required will be completed on all buildings with the appropriate district and facilities personnel as required.

We archive all documents in house to ensure records can be accessed at any time, for a minimum period of 10 years. Providing open books and basing operations on integrity; we will, at the owner's request, provide any records required from our project management database or basic accounting information.



(530) 621-0950

P.O. Box 1477 • Placerville, CA 95667

Contractors License #407415

TAB A – FIRM QUALIFICATIONS

Carter-Kelly, Inc. possesses a Class B – General Building Contractor's license and specializes in the delivery of public works projects which constitute approximately 65% of our contract revenues. We have specialized experience in delivering educational facilities and healthcare facilities. We have 30+ years of extensive experience in DSA (Division of the State Architect) and OSHPD (Office of Statewide Health Planning and Development) facility construction, improvement and modernizations. Our focus and expertise within these disciplines provides a differentiator with which to gauge against our competition.

- Firm Name: CARTER/KELLY INCORPORATED
- License Classification: Class B – General Building Contractor
- License Number: 407415
- Date Issued: July 1, 1981
- Expiration Date: July 31, 2025
- License suspended or revoked: NEVER
- DIR Registration # 1000002967
- Number of years in business as a contractor licensed in California: 43 Years
- Number of years in business under Firm Name: 43 Years
- Number of years at the current business address: 16 Years
- Address: Mailing – PO Box 1477
- Address: Shipping – 171 Middletown Road, Placerville, CA 95667
- Telephone: 530-621-0950 Office / 530-621-2344 Fax
- Federal Tax ID Number: 94-2759544
- Type of firm: California Corporation
- Number of Employees: 40 +/- (11 Office Staff plus variable self-performed field personnel)
- Owners: James and Maureen Carter

Responsible Manager Officer (RMO) as reported through the California Department of Consumer Affairs, Contractors State License Board: James E. Carter – Class B License #254406 – Issued in 1968



(530) 621-0950

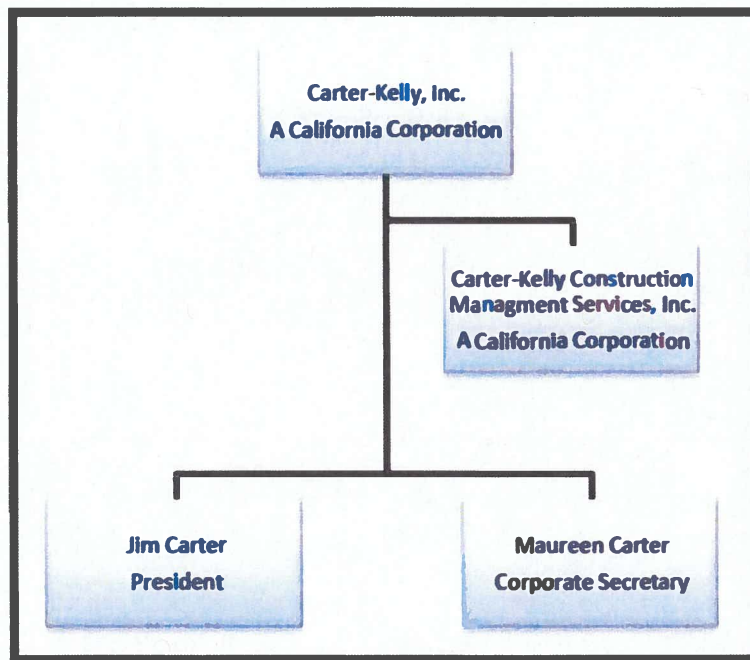
P.O. Box 1477 • Placerville, CA 95667

Contractors License #407415

SUPPLEMENTAL COMPANY INFORMATION

- o Date Founded: 1980
- o Date Incorporated: 1981
- o Website: www.carterkelly.com
- o General Mailbox: estimating@carterkelly.com

"The greatest rewards for our company are realized when the buildings we construct enhance the lives of others and provide enjoyment for the community in which they are delivered."



GENERAL CONTRACTORS
BUILDING RELATIONSHIPS...

Subsidiary of CKI:

CARTER/KELLY CONSTRUCTION MANAGEMENT SERVICES, INC. – Class B – License Number – 845301

"BUILDING RELATIONSHIPS ON A FOUNDATION OF INTEGRITY"

July, 2024

To Whom It May Concern:

Reference: Carter-Kelly Inc. – Project Experience

On the following pages we will provide details on our most recent Public Works and Educational projects; completed through 2024. These projects represent a total of \$50M in both the Educational DSA/K12 and Municipal Public Works projects. Please see additional project list contained in the 10 year bonded project summary as needed.

- **5 Educational Projects**
 - **Design Build Modernization - \$18M**
 - Washington Unified School District
 - Completed June 2021
 - **Design Bid Build Renovation - \$7M**
 - Washington Unified School District
 - Completed July 2019
 - **Build Modernization Classroom Building - \$2.4M**
 - Alpine County USD
 - Completed August 2021
 - **Design Build New Learning Commons - \$12.6M**
 - Placer Union High School District
 - Completed August 2022
 - **Lease Leaseback Modernization - \$3.8M**
 - Newcastle ESD
 - Completed August 2019
 - **Design Build Tenant Improvement - \$3.7M**
 - Gateway Community Charters
 - Completed July 2024
 - **Design Build Modernization - \$2.1M**
 - Rescue USD
 - Completed January 2024



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Contractors License #407415

Project Name: Bryte ES Modernization Phase 2

- a) **Project Type: Public Education**
- b) **Location: 637 Todhunter Ave, West Sacramento, CA 95605**
- c) **Owner: Washington Unified School District**
- d) **Owner Contact (Name and Current Phone #): Angie Nichols - Facilities, Maintenance, Operations Technician - (916)375-7604 x 1025**
- e) **Owner Contact Email: anichols@wusd.k12.ca.us**
- f) **Architect or Engineer: ATI Architects & Engineers**
- g) **Architect or Engineer Contact (Name and Current Phone #): Michael Goldsworthy (916)772-1800**
- h) **Architect or Engineer Contact Email: mgoldsworthy@atiae.com**
- i) **Construction Manager: VPCS Van Pelt Construction Services**
- j) **Construction Manager Contact (Name and Current Phone #): Brian Cameron - (530)961-2705**
- k) **Construction Manager Contact Email: brian@vpcsonline.com**
- l) **Description of Project, Scope of Work Performed: Demolition, Abatement and renovation of 3 buildings interiors and exteriors approximately 10,000 sq ft.**
- m) **Total Value of Construction (including change orders): \$7,005,000**
- n) **Original Value of Construction: \$7,005,000**
- o) **Original Scheduled Completion Date: 07/31/2019**
- p) **Time Extensions Granted (# of Days): 0**
- q) **Actual Date of Completion: 07/31/2019**

Project Name: Newcastle ES Phase III

- a) **Project Type: Public Education**
- b) **Location: 8951 Valley View Drive, Newcastle, CA 95658**
- c) **Owner: Newcastle Elementary School District**
- d) **Owner Contact (Name and Current Phone #): Sue Wesselius - (916)259-1425**
- e) **Owner Contact Email: sue.wesselius@yahoo.com**
- f) **Architect or Engineer: DLR Group**
- g) **Architect or Engineer Contact (Name and Current Phone #): Kolby Harpstead - (916)446-0206**
- h) **Architect or Engineer Contact Email: kharpstead@dlrgroup.com**
- i) **Construction Manager: N/A**
- j) **Construction Manager Contact (Name and Current Phone #): N/A**
- k) **Description of Project, Scope of Work Performed: Renovation of 6 building interiors Approximately 40,000 sq ft**
- l) **Total Value of Construction (including change orders): \$3,800,000**
- m) **Original Value of Construction: \$3,800,000**
- n) **Original Scheduled Completion Date: 08/10/2019**
- o) **Time Extensions Granted (# of Days): 0**
- p) **Actual Date of Completion: 08/10/2019**



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Contractors License #407415

Project Name: Placer High School – New Learning Commons

- a) Project Type: Public Education
- b) Location: 275 Orange Street, Auburn, CA 95603
- c) Owner: Placer Union High School district
- d) Owner Contact (Name and Current Phone #): Jeff Patton - (530)308-7461
- e) Owner Contact Email: jpatton@puhsd.k12.ca.us
- f) Architect or Engineer: ATI Architects & Engineers
- g) Architect or Engineer Contact (Name and Current Phone #): Michael Goldsworthy - (916)772-1800
- h) Architect or Engineer Contact Email: mgoldsworthy@ataie.com
- i) Construction Manager: Kitchell CM
- j) Construction Manager Contact (Name and Current Phone #): Jeff Dees (916)472-4018
- k) Construction Manager Contact Email: jdees@kitchell.com
- l) Description of Project, Scope of Work Performed: Design Build – Demolition and abatement of an existing 7000 sq ft bldg. and the design and construction of a new 2 story 16,000 sq ft learning commons building.
- m) Total Value of Construction (including change orders): \$12,600,000
- n) Original Value of Construction: \$12,000,000
- o) Original Scheduled Completion Date: 11/30/2021
- p) Time Extensions Granted (# of Days): 240
- q) Actual Date of Completion: 08/01/2022

Project Name: Diamond Valley ES Modernization Bldg. A

- a) Project Type: Public Education
- b) Location: 35 Hawkside Drive, Markleeville, CA 96120
- c) Owner: Alpine County Unified School District
- d) Owner Contact (Name and Current Phone #): Matt Strahl - (530)694-2230
- e) Owner Contact Email: mstrahl@alpinecoe.k12.ca.us
- f) Architect or Engineer: HMR Architects
- g) Architect or Engineer Contact (Name and Current Phone #): Kim Demongey - (916)736-2724
- h) Architect or Engineer Contact Email: kdemongey@hmrarchitects.com
- i) Construction Manager: The Callen Group
- j) Construction Manager Contact (Name and Current Phone #): Cathy Allen (916)737-6085
- k) Construction Manager Contact Email: cathy@theallenranch.org
- l) Description of Project, Scope of Work Performed: Abatement and select demolition of areas within Building A. Upgrades to HVAC and ADA bathroom renovations. ADA exterior path of travel improvements.
- m) Total Value of Construction (including change orders): \$2,386,948
- n) Original Value of Construction: \$2,086,948
- o) Original Scheduled Completion Date: 08/16/2021
- p) Time Extensions Granted (# of Days): 0
- q) Actual Date of Completion: 08/16/2021



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Contractors License #407415

Project Name: El Dorado County Office of Education – Portable Replacements

- a) Project Type: Public Education
- b) Location: 2940 Lake Tahoe Blvd, South Lake Tahoe, CA 96150
- c) Owner: El Dorado County Office of Education
- d) Owner Contact (Name and Current Phone #): Phil Jones - (916)639-5057
- e) Owner Contact Email: pjones@edcoe.org
- f) Architect or Engineer: HMR Architects
- g) Architect or Engineer Contact (Name and Current Phone #): Kim Demongey - (916)736-2724
- h) Architect or Engineer Contact Email: kdemongey@hmrarchitects.com
- i) Construction Manager: N/A
- j) Construction Manager Contact (Name and Current Phone #): N/A
- k) Construction Manager Contact Email: N/A
- l) Description of Project, Scope of Work Performed: Demo an remove existing portables in 2 locations. New foundation and site work for the owner supplies new portables.
- m) Total Value of Construction (including change orders): \$1,275,435
- n) Original Value of Construction: \$1,275,435
- o) Original Scheduled Completion Date: 12/01/2023
- p) Time Extensions Granted (# of Days): 0
- q) Actual Date of Completion: 12/01/2023

Project Name: Gateway Community Charters – Cal-Fit Tenant Improvements

- a) Project Type: Private
- b) Location: 5839 Dudley Blvd., McClellan, CA 95652
- c) Owner: Gateway Community Charters
- d) Owner Contact (Name and Current Phone #): Jason Sample - (916)286-5129
- e) Owner Contact Email: Jason.Sample@gcccharters.org
- f) Architect or Engineer: Calpo, Hom & Dong
- g) Architect or Engineer Contact (Name and Current Phone #): Karin Rylander - (916)786-8178
- h) Architect or Engineer Contact Email: krylander@chdarchitects.com
- i) Construction Manager: N/A
- j) Construction Manager Contact (Name and Current Phone #): N/A
- k) Construction Manager Contact Email: N/A
- l) Description of Project, Scope of Work Performed: 28,000 sq ft existing building to be converted to a 10 classroom elementary school. Primarily interior scope of work with limited ADA improvements on the exterior.
- m) Total Value of Construction (including change orders): \$3,676,590
- n) Original Value of Construction: \$3,676,590
- o) Original Scheduled Completion Date: 08/15/2024
- p) Time Extensions Granted (# of Days): -30
- q) Actual Date of Completion: 07/15/2024



CARTER · KELLY INC.

(530) 621-0950

P.O. Box 1477 • Placerville, CA 95667

Contractors License #407415

Project Name: Fallbrook Westmore Oaks Homecoming

- a) Project Type: Public Education
- b) Location: 1504 Fallbrook Street, West Sacramento, CA 95691
- c) Owner: Washington Unified School District
- d) Owner Contact (Name and Current Phone #): Angie Nichols - Facilities, Maintenance, Operations Technician - (916)375- 7604 x 1025
- e) Owner Contact Email: anichols@wusd.k12.ca.us
- f) Architect or Engineer: Studio W Architects (BCA Architects)
- g) Architect or Engineer Contact (Name and Current Phone #): Brie Gargano - Project Architect - (916) 254-5603 Architect or Engineer Contact Email: brieg@studiow-architects.com
- h) Construction Manager: N/A
- i) Construction Manager Contact (Name and Current Phone #): N/A
- j) Construction Manager Contact Email: N/A
- k) Description of Project, Scope of Work Performed: Modernization of the existing campus buildings (Approx 40,000 Sq Ft) Buildings B, C, D & E. New construction of two new classroom buildings and a new kitchen building. Building F - Classroom Building +/- 10,000 sq ft. Building G - Classroom Building +/-10,000 sq ft and Building M - New Kitchen building +/-3000 sq ft.
- l) Total Value of Construction (including change orders): \$19,423,889
- m) Original Value of Construction: \$18,023,889
- n) Original Scheduled Completion Date: 06/30/2021
- o) Time Extensions Granted (# of Days): 0
- p) Actual Date of Completion: 06/30/2021
- q)

Project Name: West Point ES HVAC Replacement and Modernization

- a) Project Type: Public Education
- b) Location: 54 Bald Mountain Road, West Point, CA 95255
- c) Owner: Calaveras Unified School District
- d) Owner Contact (Name and Current Phone #): Joe Cruz - (209)770-5861
- e) Owner Contact Email: jcruz@calaveras.k12.ca.us
- f) Architect or Engineer: California Design West
- g) Architect or Engineer Contact (Name and Current Phone #): Mitch Mcallister - (916)446-2466
- h) Architect or Engineer Contact Email: mmcallister@ca-dw.com
- i) Construction Manager: N/A
- j) Construction Manager Contact (Name and Current Phone #): N/A
- k) Construction Manager Contact Email: N/A
- l) Description of Project, Scope of Work Performed: Removal and replacement of (11) rooftop HVAC units. A bathroom expansion for ADA upgrades. Sitework upgrades for ADA. Installation of OFCI generator.
- m) Total Value of Construction (including change orders): \$1,395,616
- n) Original Value of Construction: \$1,295,616
- o) Original Scheduled Completion Date: 07/22/2022
- p) Time Extensions Granted (# of Days): 0
- q) Actual Date of Completion: 07/22/2022



(530) 621-0950

P.O. Box 1477 • Placerville, CA 95667

Contractors License #407415

Project Name: Green Valley ES – Administration and Kindergarten Building Modifications

- a) Project Type: Public Education
- b) Location: 2380 Bass Lake Road, Rescue, CA 95672
- c) Owner: Rescue Union School District
- d) Owner Contact (Name and Current Phone #): Lisa Donaldson - (530)677-4461
- e) Owner Contact Email: ldonaldson@my.rescueusd.org
- f) Architect or Engineer: California Design West Architects
- g) Architect or Engineer Contact (Name and Current Phone #): Mitch Mcallister - (916)446-2466
- h) Architect or Engineer Contact Email: MMcallister@ca-dw.com
- i) Construction Manager: N/A
- j) Construction Manager Contact (Name and Current Phone #): N/A
- k) Construction Manager Contact Email: N/A
- l) Description of Project, Scope of Work Performed: Addition to existing admin building and remodel of existing kindergarten building
- m) Total Value of Construction (including change orders): \$2,111,595
- n) Original Value of Construction: \$2,111,595
- o) Original Scheduled Completion Date: 01/10/2024
- p) Time Extensions Granted (# of Days): 0
- q) Actual Date of Completion: 01/10/2024

Project Name: Pleasant Grove Middle School – Kitchen Remodel

- a) Project Type: Public Education
- b) Location: 2540 Green Valley Road, Rescue, CA 95672
- c) Owner: Rescue Union School District
- d) Owner Contact (Name and Current Phone #): Lisa Donaldson - (530)677-4461
- e) Owner Contact Email: ldonaldson@my.rescueusd.org
- f) Architect or Engineer: Peter Berchtold
- g) Architect or Engineer Contact (Name and Current Phone #): Peter Berchtold - (530)409-6489
- h) Architect or Engineer Contact Email: PMB.ARCHITECT@gmail.com
- i) Construction Manager: N/A
- j) Construction Manager Contact (Name and Current Phone #): N/A
- k) Construction Manager Contact Email: N/A
- l) Description of Project, Scope of Work Performed: Remodel existing kitchen, remodel bathroom for ADA & 64 sf addition to existing building
- m) Total Value of Construction (including change orders): \$939,050
- n) Original Value of Construction: \$939,050
- o) Original Scheduled Completion Date: 08/04/2024
- p) Time Extensions Granted (# of Days): 0
- q) Actual Date of Completion: 08/04/2024

Carter-Kelly, Inc. & City of Roseville Bonded Projects 2004 through 2022

Project Type	Owner	Project Name	Contract Price	Eff. Date
Public - Municipal	CITY OF ROSEVILLE	CONTRACT PURCHASE AGREEMENT 3001017 "GENERAL CONSTRUCTION SERVICES"	\$190,000	12/15/2020
Public - Municipal	CITY OF ROSEVILLE	CONTRACT PURCHASE AGREEMENT 3000077	\$78,969	10/2/2019
Public - Municipal	CITY OF ROSEVILLE, CA	FIRE STATION NO. 1	\$6,365,455	1/23/2017
Public - Municipal	City of Roseville Department of Public Works	FIRE TRAINING TOWER 3RD FLOOR REMODEL PROJECT	\$75,073	6/18/2014
Public - Municipal	CITY OF ROSEVILLE-Dept. of Public Works	WASTEWATER COLLECTIONS SHOP BUILDING EXPANSION	\$958,745	7/12/2013
Public - Municipal	CITY OF ROSEVILLE-Dept. of Public Works	HUGHES PARK BRIDGE	\$584,819	5/20/2013
Public - Education	Roseville Joint Union High School District	OAKMONT HIGH SCHOOL	\$1,455,198	10/23/2012
Public - Municipal	CITY OF ROSEVILLE	TOWN SQUARE AND PHASE 1 STREETSCAPE	\$8,327,087	5/29/2012
Public - Education	Roseville City School District	BULAN MIDDLE SCHOOL CLASSROOM ADDITIONS - BID PACKAGE 12	\$132,000	9/6/2011
Public - Education	Roseville City School District	BULJAN MIDDLE SCHOOL CLASSROOM ADDITIONS - BID PACKAGE 5	\$275,157	9/6/2011
Public - Municipal	City of Roseville	HISTORIC DISTRICT PUBLIC PARKING LOT	\$511,465	6/8/2010
Public - Municipal	City of Roseville	HOUSE OF STYROFOAM COMPACTOR - DESIGN BUILD CONSTRUCTION	\$127,409	12/21/2009
Public - Education	Roseville City School District	BID ITEM #4 CONCRETE - RCSD PURCHASING/MEDIA WAREHOUSE	\$150,721	2/26/2009
Public - Education	Roseville City School District	BID ITEM #12 SPECIALTIES- RCSD PURCHASING/MEDIA WAREHOUSE	\$87,000	2/26/2009
Public - Municipal	City of Roseville	MAIDU INTERPRETIVE CENTER CONSTRUCTION	\$3,873,340	9/17/2008
Public - Municipal	CITY OF ROSEVILLE	ROSEVILLE AQUATIC CHLORINE TANK ENCLOSURE	\$103,800	4/22/2008
Public - Municipal	City of Roseville Planning Commission	CENTRAL PARK AQUATIC CENTER	\$11,794,175	10/5/2007
Public - Municipal	City of Roseville Department of Public Works	TRANSPORTATION DIVISION RESTROOM TENANT IMPROVEMENTS	\$53,600	9/19/2007
Public - Municipal	City of Roseville Planning Commission	ROSEVILLE ELECTRIC SERVICE CENTER PASE III TENANT IMPROVEMENTS - MAIN OFFICE BUILDING	\$2,432,759	8/6/2007
Public - Municipal	City of Roseville Planning Commission	FIRE STATION #7	\$3,991,875	4/27/2006
Public - Municipal	City of Roseville	DESIGN BUILD SIGNAL TECH'S METAL STORAGE BUILDING	\$191,350	3/2/2006
Public - Education	Roseville Schools, LLC	W-73 MIDDLE SCHOOL, BID PKG 3 - CONCRETE	\$2,662,006	2/15/2006
Public - Municipal	City of Roseville Planning Commission	DESIGN-ASSIST CONTRACT FOR ELECTRIC OPERATIONS BLDG & WAREHOUSE EXPANSION	\$4,315,135	2/13/2006
Public - Municipal	City of Roseville Department of Public Works	MAHANY LIBRARY AND UTILITY EDUCATION CENTER	\$13,900,000	7/20/2005
Public - Municipal	CITY OF ROSEVILLE	STREET'S DIVISION MEZZANINE ADDITION	\$281,258	3/3/2005
Public - Municipal	City of Roseville	CITY OF ROSEVILLE DRY CREEK WASTE WATER TREATMENT PLANT	\$496,700	11/8/2004
		TOTAL	\$63,415,096	2004-2022

School Facilities Consultant
916.824.6175

December, 2018

RE: Letter of Recommendation for Carter-Kelly Inc.

To Whom It May Concern,

My experience with Carter-Kelly Inc. dates back well over the past thirty years, both during my time at Folsom Cordova USD as well as Rocklin USD. During this time span we have worked on multiple new school construction projects together that include comprehensive elementary and middle schools, as well as several modernization and school addition projects. These projects ranged from a few million dollars to well over \$30M+ per project. No matter what size project, Carter Kelly Inc. delivers the same level of professional and comprehensive service.

During each bid and construction phase, Carter Kelly Inc. has operated fairly, openly and honestly. They have always delivered projects on time and on budget. They do not submit change orders except where they are a legitimate result of owner directed changes or unforeseen conditions. I can attest to Carter-Kelly Inc.'s integrity, honesty and diligence from a project's start to finish.

Carter Kelly Inc. is that rare company where I would not hesitate to do business with them on a mere handshake. They say what they are going to do and then do it. They have so much local school construction experience that they know what local sub-contractors perform and do a good job.

It is without reservation that I recommend Carter Kelly Inc. for any new construction or modernization project you may be considering. They bring a true "Team Effort" to the project with a level of professionalism and partnership not often found.

Do not hesitate to contact me directly at 916.824.6175 for any further particular information that may help in your selection process.

Sincerely,



Sue Wesselius

(Sr. Director of Facilities with Rocklin USD. – 20 years service – retired 2015)
(Currently working as a School Facilities Consultant)



RESCUE UNION SCHOOL DISTRICT

"Educating for the Future Together"

2390 Bass Lake Road • Rescue, CA 95672

(530) 677-4461 • FAX (530) 677-0719

www.rescueusd.org

January 31, 2018

Philip Jones
2460 White Oak Rd
Rescue, CA 95672

To Whom It May Concern:

Carter-Kelly, Inc. is currently constructing a two story 12 classroom building at our Marina Village Middle School campus. Carter-Kelly was chosen as our Lease-Leaseback (LLB) Contractor through a very competitive Pre-qualification and Interview process.

We are roughly 8 Months into construction on an undersized campus housing over 700 Students. During this time Carter-Kelly has had the safety of our Students and Staff at the forefront of their mind. We've had numerous planning meetings dedicated to scheduling deliveries, student path of travel, and dealing with parking impacts on a small campus. Carter-Kelly has continually come to the table with great solutions and been very mindful of how all their actions directly affect student achievement and safety.

Rescue has been more than pleased with Carter-Kelly's Professionalism and ability to schedule material delivery with the least amount of impact to our school functions. Communication with our District Facility team has always been prompt. Carter-Kelly has also been very fair in dealing with unforeseen site issues, keeping the project moving while solutions are agreed upon.

They have kept the Schedule and Budget while not compromising on quality. It has been a pleasure to work alongside their team and know they would offer the same service on your project.

Please call with any questions you may have,

Philip Jones
RUSD Facilities Team, M&O
530-672-4300

Cheryl Olson, Superintendent

Board of Trustees

Nancy Brownell • Suzanna George • Stephanie Kent • Tagg Neal • Kim White



**Environmental Utilities
Wastewater Utility**
1800 Booth Road
Roseville, California 95747-9704

15 JUN 15

To Whom It May Concern:

I had the good fortune of working with Carter Kelly on the City of Roseville Collection Shop Expansion Project, and find them to be managed exceptionally well. They are dedicated to high quality construction work at a fair price, worked diligently to complete the project under the projected timeframe, resolved any concerns or problems that arose and are excellent communicators.

With respect, I would confidently recommend the Carter-Kelly, Inc. team for any future construction projects.

Sincerely,

A handwritten signature in black ink that reads "Chris Bracco".

Chris Bracco
Wastewater Collection Superintendent
Environmental Utilities - Wastewater
City of Roseville
Roseville, CA 95747
(916) 746-1892



BUCKEYE UNION SCHOOL DISTRICT

P.O. BOX 547, SHINGLE SPRINGS, CA 95682
(530) 677-2261 • (916) 985-2183
FAX (530) 677-1015

Teresa M. Wenig, Superintendent
Gabrielle Marchini, Asst. Superintendent
Roberta Montalbano, Asst. Superintendent

BOARD OF TRUSTEES

Lyle Eickert
Brenda Hanson-Smith
Winston Pingrey
Karen Randall
Kirk Seal

March 31, 2009

To Whom It May Concern:

Please accept this letter as a reference for Carter-Kelly, Inc.

Carter-Kelly, Inc. and the Buckeye Union School District have enjoyed a long working relationship that spans the past twenty years. The projects have ranged from construction of entire school sites and building additions, to campus modernizations. While Carter-Kelly has had various Superintendents and Project Managers on these projects, the focus has always been the same: deliver a high quality product on time with an emphasis on providing a value engineering approach.

Most recently Carter-Kelly completed a multi-phase modernization and a new building addition at the Camerado Springs Middle School. Over the course of twenty months, the middle school transformation encountered many difficult issues that needed to be resolved with minimizing the impact to the academic activities taking place.

It was impressive to watch the great efforts made by Carter-Kelly to keep the focus of the campus on the school's students and staff. This was no small task, as all parts of the campus were under construction at some point. It was equally impressive to see the amount of work that was completed and on time to open a beautifully renovated campus. It was Carter-Kelly's work ethic and attitude that made a daunting task doable!

I, along with my staff, including the Director of Facilities Ray Boike and site Principal Meg Enns, would highly recommend Carter-Kelly as one of our premier partners in school construction.

Respectfully,

Teresa M. Wenig
Superintendent

BUCKEYE SCHOOL
(530) 677-2277 • (916) 933-2333

SILVA VALLEY SCHOOL
(916) 933-3767 • (530) 677-8953

BLUE OAK SCHOOL
(530) 676-0164 • (916) 933-5149

WM. BROOKS SCHOOL
(916) 933-8618 • (530) 677-2875

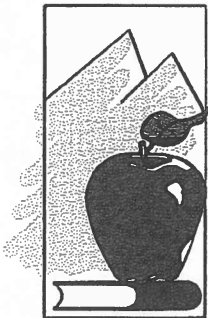
OAK MEADOW SCHOOL
(916) 933-9746 • (530) 677-9818

CAMERADO SPRINGS MIDDLE SCHOOL
(530) 677-1658 • (916) 933-0584

ROLLING HILLS MIDDLE SCHOOL
(530) 676-2490 • (916) 933-9290

BUCKEYE UNION STANDARDS BASED/ MONTESSORI SCHOOL
(530) 676-0164 • (916) 933-5149

CALIFORNIA MONTESSORI PROJECT - SHINGLE SPRINGS CAMPUS
(530) 672-3095



El Dorado County Office of Education

March 20, 2009

Vicki L. Barber, Ed.D.
Superintendent

Cathy Bean
Deputy Superintendent

Terena Mendonca
Associate Superintendent

County Board of Education
Matt Boyer
Dolores Garcia
John Lane
Gene Rasmussen
Heidi Weitand

Ms. Laura Doty,
Director of Facilities Development & Construction
Sierra Joint Community College District
5000 Rocklin Road
Rocklin, CA 95677

Re: Letter of Reference for Carter-Kelly

Dear Ms. Doty:

I have been asked to provide a letter of reference for Carter-Kelly and I am pleased to do so.

The El Dorado County Office of Education has worked with Carter-Kelly since the mid-1980's; and, we are currently working together on a lease-leaseback project to construct a 2-story, 10 classroom building.

A lease-leaseback approach to a project brings collaboration to a whole new level. Carter-Kelly's ability to create a partnership with their clients shines through in this type of project. Their pre-construction services are second to none and their ability to listen to their clients' needs and ensure they are met is extraordinary. Our current lease-leaseback project is three months from completion which is ahead of schedule and the project is within budget.

I would strongly recommend Carter-Kelly to any firm who is looking for a company whose priorities include collaboration and professionalism. Please feel free to contact me if you have any questions or would like additional information regarding Carter-Kelly.

Good luck with your upcoming projects.

Sincerely,

Kathy Daniels,
Director of Facilities

530-622-7130

Fax 530-621-2543

e-mail: info@edcoe.org

6767 Green Valley Road
Placerville, CA 95667-8984

An Equal Opportunity Employer

Commitment to serving
our clients with Respect,
Responsiveness and
Resourcefulness



CARTER · KELLY INC.

(530) 621-0950
P.O. Box 1477 • Placerville, CA 95667
Contractors License #427415

Client / District Reference Points of Contact

El Dorado County Office of Education

Kathy Daniels
El Dorado County Office of Education
Director of Facilities

(530) 295-2205 Work
Kdaniels@edcoe.org

Rocklin Unified School District

Craig Rouse
Rocklin Unified School District
Senior Director Facilities, Maintenance & ...

(916) 630-2246 Work
(916) 869-8583 Mobile
crouse@rocklin.k12.ca.us
2615 Sierra Meadows Drive
Rocklin, CA 95677

Placerville Union School District

Jennifer Fusano
Placerville USD
Chief Business Official

(530) 622-7216 Work
ext2235 Other
jfusano@PUSDK8.ORG
Placerville Union School District
1032 Thompson Way, Placerville CA 9...
United States of America

El Dorado Union High School District

Dan Augino
El Dorado Union High School District
Director of Maintenance and Operations

(530) 622-0140 Work
daugino@eduhd.k12.ca.us
6540 Commerce Way
Diamond Springs, CA 95619

Architect Partner Points of Contact

Nacht & Lewis Architects

Brian Maytum
Nacht & Lewis
Principal/Vice President

(916) 329-4000 Work
BMaytum@nachtlewis.com

600 Q St.
Suite 100
Sacramento, CA 95811

CA Design West Architects

Mitchell A. McAllister
California Design West Architects, Inc.
President

(916) 446-2466 Work
mmcallister@ca-dw.com

2100 19th Street
Sacramento, CA 95818

DLR Group Architects

Mary Ruppenthal
DLR Group
Senior Project Manager | Senior Associa...
(916) 446-0206 Work
(916) 596-4296 Work
(916) 709-0073 Mobile
mruppenthal@dlrgroup.com
1050 20th Street
Suite 250
Sacramento, CA 95811

Williams & Paddon Architects & Planners

Gregory M. Tonello
Williams & Paddon
Principal
(916) 786-8178 Work
(916) 716-2886 Mobile
tonello@williamspluspaddon.com
2237 Douglas Blvd
Suite 160
Roseville CA 95661
http://www.williamspluspaddon.com



CARTER-KELLY INC.

(530) 621-0950

P.O. Box 1477 • Placerville, CA 95667

Contractors License #407415

City of Roseville Client References

Crittenden, Lori

City of Roseville
Project Coordinator

(916) 774-5707 Work
(916) 517-2717 Mobile
LCrittenden@roseville.ca.us
2005 Hilltop Circle
Roseville, CA 95747

Rebecca McCoy

City of Roseville
Project Coordinator - Public Works

(916) 774-5706 Work
(916) 241-6471 Mobile
RAMcCoy@roseville.ca.us

Mark Wolinski

City of Roseville
Redevelopment Agency Administrativ...

(916) 774-5179 Work
(916) 532-0611 Mobile
mwolinski@roseville.ca.us
311 Vernon Street
Roseville, CA 95678

De Jong, Joel

City of Roseville - Parks & Rec
Project manager

(916) 774-5924 Work
(916) 223-7754 Mobile
JDeJong@roseville.ca.us
316 Vernon Street
Suite 400
Roseville, CA 95678

Dan Allen

City of Roseville
Director of Facilities

(916) 774-5741 Work
(916) 223-7741 Mobile
DAllen@roseville.ca.us
2005 Hilltop Circle
Roseville, CA 95747

Tara Gee

City of Roseville - Parks & Rec
Sr. Landscape Architect

(916) 774-5253 Work
TGee@roseville.ca.us

316 Vernon Street
Roseville, CA 95678

Heather Buck

City Of Roseville - Parks, Recreation ...
Park Development Project Manager

(916) 203-2478 Mobile
HCBuck@roseville.ca.us

Ed Winston

City of Roseville - Environmental Utili...
Associate Engineer

(916) 774-5566 Work
(916) 749-5587 Mobile
ewinston@roseville.ca.us
1800 Booth Road
Roseville, CA 95747

Blaine Wiegel

Facilities
City of Roseville

+1 (916) 746-1833 Work
(916) 474-9069 Mobile
bwiegel@roseville.ca.us

1800 Booth Road
Roseville, CA 95747

Ray Molina

City of Roseville
Parks Project Technician

(916) 259-6196 Mobile
RMolina@roseville.ca.us

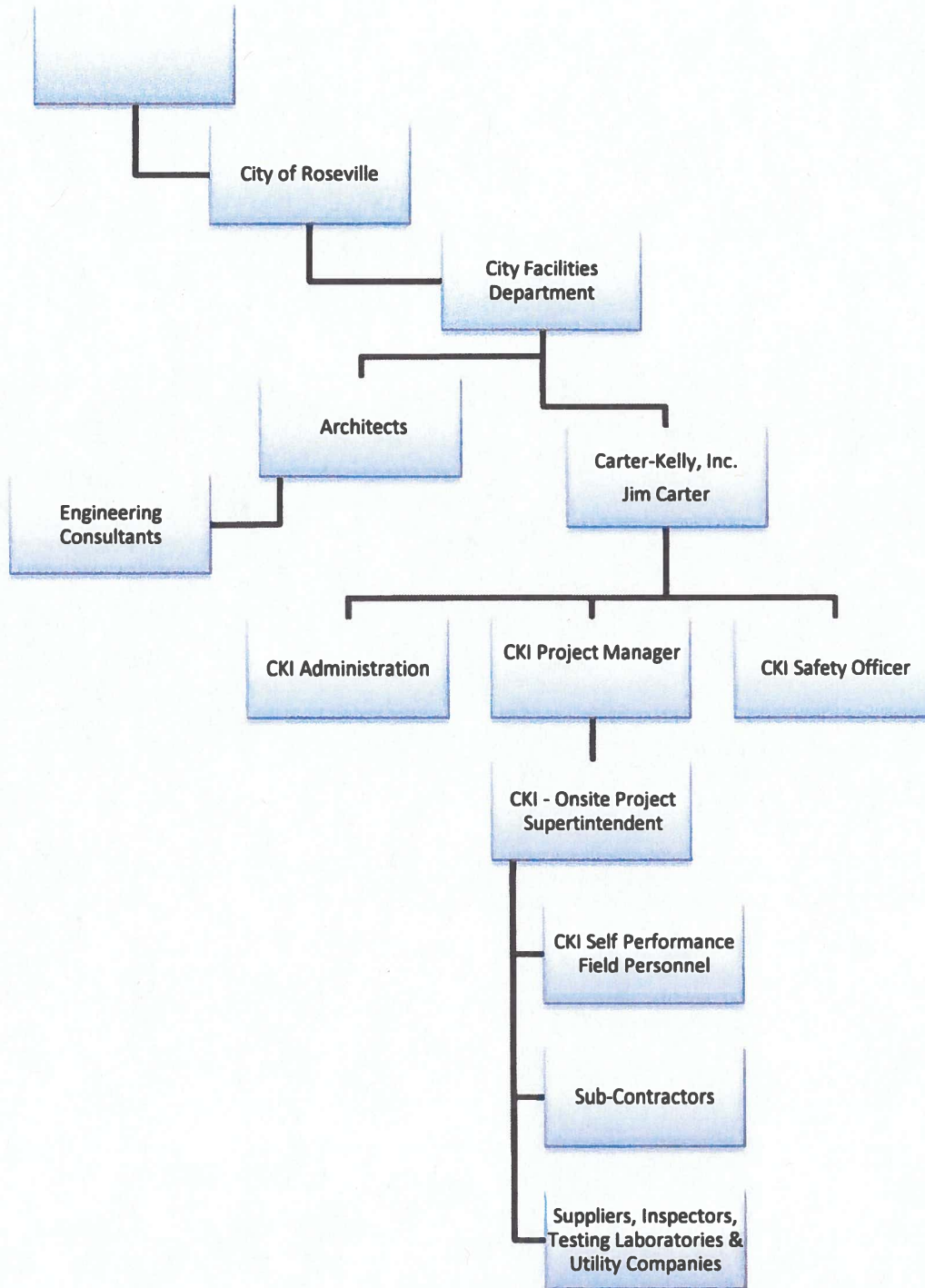
316 Vernon Street
Roseville, CA 95678



(530) 621-0950

P.O. Box 1477 • Placerville, CA 95667

Contractors License #407415



James E. Carter

Educational History

Richmond, CA

- 1961 - 1963: Junior College
- 1963 - 1967: Carpenters Union Apprenticeship Program
- 1967: Journeyman Carpenter
- 1968: Class B - General Building Contractor's License #254406

Employment History

Carter-Kelly, Inc.

Placerville, CA

1980 - Present - Oversight and direction of all CKI operations and Senior Estimator.

Founder & President



Some people say that their chosen profession is "in their blood." This statement is extremely true for Jim Carter and his heritage. General Contracting has been a part of the Carter family since the 1930's. Jim's grandfather, Roy E. Carter obtained his CA - General Contractor's license (#51346) in 1937. Jim's father, Lennard Carter obtained his CA - General Contractor's license (#141473) in 1953 and Jim obtained his CA - General Contractor's license (#254406) in 1968.

In 1980, Jim and Gary "Skip" Kelly decided to leverage their extensive construction knowledge and form Carter-Kelly Construction. In 1981, they incorporated the company and Jim has successfully guided CKI into one of the most respected construction firms in the El Dorado County / Northern California region. CKI has been nominated by American Subcontractors Association as "General Contractor of the Year", 5 times since 1994

winning the award in 2010. Jim has worked tirelessly to foster and grow the leadership within CKI from field superintendents to project managers. His efforts are rewarded and represented by the average tenure for CKI employees at more than 15 years.

The family tradition has continued for the Carter's - Jim's wife Maureen and his daughter Tiffany both play roles in the success of CKI. Those who have worked with CKI over the years know that Jim Carter is a humble man who bases his company and his life on a foundation of integrity. CKI always does the right thing in business and in the communities in which they work. Jim and Maureen believe in supporting numerous charitable organizations because they know contributions of time, money and personal effort make a difference in improving the quality of life for everyone in our communities. Jim for many years has served on the Board of Directors for various charitable and business organizations. Today, he continues to volunteer his leadership and experience for the betterment of the community and the clients and partners with whom he works.

Jim Carter - Associations & Awards

- Shriner
- El Dorado Builder's Exchange - Past President
- M.O.R.E. Workshop - Board Member - 10 Years
- El Dorado County Jr. Livestock Auction - Committee Member - 30 Years
- Marshall Hospital Foundation - Past President & Director Emeritus
- El Dorado Community Foundation - Past Board Member
- El Dorado Co. Western Slope Boys & Girls Club - Board Member & Past President
- Placerville Rotary - Honorary Member
- El Dorado Union High School District CTE (Career Technical Education) Committee Member
- El Dorado County Building Advisory Committee - Past Member
- El Dorado County Sheriffs; "Posse Association" - Member
- M.O.R.E - The Bob Berg "Humanitarian" Award Winner
- Non Profit Resource Center - Volunteer of the Year Northern California

Carter-Kelly, Inc. Awards

- M.O.R.E. - 1990 Employer of the Year
- El Dorado County Builders Exchange - 1992 Member of the Year
- Boys & Girls Club - 2001 Corporate Partner of the Year
- El Dorado County School Board Association - 2004 Community Member Award
- Sacramento Business Journal - 2008 Best Community Impact Project (Martha Riley Community Library)
- El Dorado County Chamber of Commerce - 2008 Community Service Business of the Year
- Placerville Rotary - Outstanding Service Award
- The Marshall Foundation for Community Health - Helping Hands Outstanding "Community Partner" Award



Greg Witherow

Educational History

The University of Phoenix

Sacramento, CA

- Undergraduate Degree – Bachelor of Science in Business Management – 2009
 - GPA of 3.7

United States Green Building Council

Sacramento, CA

- Leadership in Energy & Environmental Design, Accredited Professional – LEED AP – 2009

Federal Aviation Administration

Minneapolis, MN

- Certified Aircraft Dispatcher – 1989

RL Turner High School

Carrollton, TX

Graduated with Diploma – 1981

Employment History

Carter-Kelly, Inc.

Placerville, CA

2008 – Present

LEED AP – Project Manager & Business Development Manager

Services Provided:

Project Management & Coordination, IPD / Alternate Delivery Method Project Services, LEED Services, Project Scheduling, Bid Solicitation/Coordination

CKI Project Management Experience Samples:

- City of Roseville, Historic District - Lincoln Street Parking Lot (**Design Build**)
- City of Roseville, Wastewater Shop Expansion (**Metal Bldg. - Design Assist**)
- UC Davis Medical Center, Waste Management Facility (Hard Bid)
- UC Davis Medical Center, BGI Joint Genomic Center (Multi-Prime Hard Bid)
- UC Davis Medical Center, Landscape Improvements (Hard Bid)
- UC Davis Medical Center, Elevator Tower Enclosure (Invited Hard Bid)
- UC Davis Medical Center, Tomotherapy Replacement (Prequalified Hard Bid)
- Aerojet, Executive Conference Room Center Renovation (**Design Assist**)
- Aerojet, Bldg 20-019 Middle Bay Mechanical Replacement and TI (Hard Bid)
- Aerojet, Bldg 01-008 Modifications (Hard Bid)
- Aerojet, GET - B Facility Upgrade (Hard Bid)
- Aerojet, GET - J Facility Upgrade (Hard Bid)
- University of California; Davis, Foundation Plant Service TI (Hard Bid) – LEED GOLD

Professional Skills & Abilities

- Project and people management skills
- Strong analytical and organization skills
- Exceptional leadership and motivational abilities
- Ability to prioritize and accomplish multiple projects concurrently
- Excellent written and interpersonal communication skills
- Proficient in Microsoft Office Suite, MAC & PC; Primavera Construction Software

Associations, Accomplishments, Awards

- The Marshall Foundation for Community Health – 2014 Helping Hands Outstanding "Individual" Award.

Matt Vanderpool

Educational History

California Polytechnic University
San Luis Obispo, CA

- Undergraduate Degree – Bachelor of Science in Construction Management – 2002

United States Green Building Council
Sacramento, CA

- Leadership in Energy & Environmental Design, Accredited Professional – LEED AP – 2009

Certifications / Awards

- Design Build Institute of America – Professional Certification
- STS – Safety Trained Supervisor

CKI Employment History

Carter-Kelly, Inc., Placerville, CA
2001 College Intern

Carter-Kelly, Inc., Placerville, CA
2017 - Present

LEED AP – Project Manager

Services Provided: Project Management & Coordination; Pre-Construction Services; Alternate Delivery Method
Project Services, LEED Services, Project Scheduling, Bid Solicitation/Coordination

CKI Project Management Experience Samples:

- Most Recent
 - Marina Village MS – New 14,000 Sq. Ft. 2 Story Classroom (Lease Leaseback) \$8M
 - Camino ES – Campus Modernization (Lease Leaseback) \$4M
 - Barton Hospital – OR Sterilizer Replacement – (Design Assist) \$300K
 - Barton Hospital – MRI Remodel – (Design Assist) \$1.6M
 - Barton Hospital – OR Equipment Replacement (Design Assist) \$700K
 - Marshall Medical Center – Imaging/MRI Remodel (Design Build) \$2M

Previously Construction Experience

- Project Engineer - Novellus HQ Campus - \$250M
- Project Engineer - Kaiser Medical Office Building - \$35M
- Project Engineer - Natomas West Building - \$5M
- Project Engineer - AG Spanos HQ Building - \$15M
- Assistant Superintendent - Sutter Delta Hospital Expansion - \$20M
- Area Superintendent - CALSTERS HQ Building - \$295M
- Superintendent - Kaiser Boiler Replacement - \$2M
- Design Manager/Coordinator - Dameron Hospital - \$75M
- Superintendent - Dameron Hospital Make Ready - \$5M

Professional Skills & Abilities

- Project and people management skills
- Strong analytical and organization skills
- Exceptional leadership and motivational abilities
- Ability to prioritize and accomplish multiple projects concurrently
- Excellent written and interpersonal communication skills
- Proficient in Microsoft Office Suite, MAC & PC; Primavera Construction Software

Associations, Accomplishments, Awards

- 2011 HMH Annual "Steve Twelves Tenacity Award" – Field Personnel

CONTRACTOR PROPOSAL – COST BREAKDOWN

City of Roseville - Service Agreement

To: Mike Tarczy

Project: Corp Yard Gate Track Repair

WO#635334

Date: Thursday, September 5, 2019


DESCRIPTION OF WORK: Drill 3 holes 1 1/2" x 8" (approximately) clean track area, fill holes with epoxy (Type TBD) allow City of Roseville to set new fabricated track in place.

I. CKI LABOR	RATE	HOURL(S)	\$ AMOUNT
CLASSIFICATION			
Standard Hourly Rate	\$90	48	\$4,320
Overtime Hourly Rate	\$120		\$0
Emergency Response Hourly Rate	\$90		\$0
Mileage	\$1		\$0
Minimum Charge	\$100		\$0

TOTAL DIRECT LABOR			\$4,320
OVERHEAD PROFIT/FEE@	15%		\$648
	TOTAL FOR LABOR		\$4,968

II. CKI MATERIAL	QUANTITY	UNIT PRICE	\$ AMOUNT
Yards of Concrete	5	\$175	\$875
Misc. Lumber			\$75
See attached Home Depot Receipt #37030			\$134
See attached Home Depot Receipt #16064			\$76
See attached Sherwin Williams Receipt #4052-2			\$30

TOTAL DIRECT MATERIAL			\$1,190
OVERHEAD PROFIT/FEE@	15%		\$179
	TOTAL FOR MATERIAL		\$1,369

III. CKI EQUIPMENT	RATE	Days	\$ AMOUNT
			\$0
			\$0
			\$0
			\$0

TOTAL DIRECT EQUIPMENT			\$0
OVERHEAD PROFIT/FEE@	15%		\$0
	TOTAL FOR EQUIPMENT		\$0

IV. SUBCONTRACTORS		
See attached - Quote from TNT Concrete PCO #8		\$1,861

TOTAL DIRECT SUBCONTRACTOR			\$1,861
OVERHEAD PROFIT/FEE@	10%		\$186
	TOTAL FOR SUBCONTRACTOR		\$2,047

COST PROPOSAL TOTAL \$8,384

COMPANY: Carter-Kelly, Inc

SIGNATURE:

PRINT NAME: Greg Witherow

TITLE: Project Manager

DAILY CONSTRUCTION REPORT

DATE:

WEATHER CONDITIONS:

CARTER: KELLY, INC.

ACTIVITY DESCRIPTION

Carpenter's #

8-26-19 20-019 North Bay

ACTIVITY DESCRIPTION

Server room Lath sets, ceiling tiles

ACTIVITY DESCRIPTION

8 hrs

x (2)

✓ 16

8-27-19 20-019 Carpentry, misc.

ACTIVITY DESCRIPTION

Visitor center office door repair

ACTIVITY DESCRIPTION

8 hrs

x (2)

✓ 16

8-28-19 Lath sets 934, 1015

ACTIVITY DESCRIPTION

north, west bar, Patch work, visitor center

ACTIVITY DESCRIPTION

8 hrs

x (2)

✓ 16

ACTIVITY DESCRIPTION

ACTIVITY DESCRIPTION

ACTIVITY DESCRIPTION

ACTIVITY DESCRIPTION

ACTIVITY DESCRIPTION

SAFETY ISSUES DISCUSSED

SPECIAL MEETINGS

Misc. Information

Concrete location

cards poured

SAMPLE

48 TOTAL



EMPLOYEE NAME: **VERN McCORMICK**
EMPLOYEE NUMBER: **MCCO0741**
WEEK ENDING: **9/01/19**

	JOB NAME	WORK DESCRIPTION	HOURS WORKED	778 NUMBER	COST CODE	WORKERS COMP CODE	TRAINING CODE	SKILL CODE	HOURLY RATE	TOTAL AMOUNT
MONDAY		20-019	8.1							
MONDAY	ROSEVILLE	Northbay - Saker road								
MONDAY										
MONDAY										
Start Time: 6:30 Stop Time: 3:00									Meal Out Time: 11:00 Meal In Time: 17:30	
TUESDAY		20-019	8.1							
TUESDAY	ROSEVILLE	MRC. / carpentry								
TUESDAY										
TUESDAY										
Start Time: 6:30 Stop Time: 3:00									Meal Out Time: 11:00 Meal In Time: 11:30	
WEDNESDAY		20-019	8.1							
WEDNESDAY	ROSEVILLE	934, 1015, I.T.								
WEDNESDAY										
WEDNESDAY										
Start Time: 6:30 Stop Time: 3:00									Meal Out Time: 12:00 Meal In Time: 17:30	
THURSDAY	MORE	Carpentry	6.5							
THURSDAY										
THURSDAY										
THURSDAY										
Start Time: 8:20 Stop Time: 3:30									Meal Out Time: 11:00 Meal In Time: 11:30	
FRIDAY	MORE	Carpentry	8							
FRIDAY										
FRIDAY										
FRIDAY										
Start Time: 6:30 Stop Time: 3:00									Meal Out Time: 11:00 Meal In Time: 11:30	
SATURDAY										
SATURDAY										
Start Time: Stop Time:									Meal Out Time: Meal In Time:	
SUNDAY										
SUNDAY										
Start Time: Stop Time:									Meal Out Time: Meal In Time:	

SAMPLE

TOTALS										
MISC. DEDUCTIONS										
TOTALS										

I, the undersigned, certify that during this time period, I was not injured on the job and I was allowed the opportunity to take my breaks.

EMPLOYEE SIGNATURE:

Vern McCormick

SUPERINTENDENT TIME CARD REVIEW SIGNATURE:

SMU

24 TOTAL



EMPLOYEE NAME: **BRIAN MENDENHALL**
 EMPLOYEE NUMBER: **MEND0742**

WEEK ENDING:

9/01/19

	JOB NAME	WORK DESCRIPTION	HOURS WORKED	JOB NUMBER	COST CODE	WORKERS COMP CODE	TRAINING CODE	SKILL CODE	HOURLY RATE	TOTAL AMOUNT
MONDAY	ROSEVILLE	20-019 carpentry supervision	8							
MONDAY										
MONDAY										
MONDAY										
Start Time: 630 Stop Time: 3-			Meal Out Time: 11-		Meal In Time: 1130					
TUESDAY	ROSEVILLE	20-019 carpentry supervision	8							
TUESDAY										
TUESDAY										
TUESDAY										
Start Time: 630 Stop Time: 3-			Meal Out Time: 11-		Meal In Time: 1130					
WEDNESDAY	ROSEVILLE	20-019 carpentry supervision	8							
WEDNESDAY										
WEDNESDAY										
WEDNESDAY										
Start Time: 630 Stop Time: 3-			Meal Out Time: 11-		Meal In Time: 1130					
THURSDAY	MOORE		8							
THURSDAY										
THURSDAY										
THURSDAY										
Start Time: 630 Stop Time: 3-			Meal Out Time: 11-		Meal In Time: 1130					
FRIDAY	MOORE		8							
FRIDAY										
FRIDAY										
FRIDAY										
Start Time: 630 Stop Time: 3-			Meal Out Time: 11-		Meal In Time: 1130					
SATURDAY										
SATURDAY										
Start Time: Stop Time:			Meal Out Time:		Meal In Time:					
SUNDAY										
SUNDAY										
Start Time: Stop Time:			Meal Out Time:		Meal In Time:					

SAMPLE

TOTALS	4.0									
MISC. DEDUCTIONS										
TOTALS										

I, the undersigned, certify that during this time period, I was not injured on the job and I was allowed the opportunity to take my breaks.

24 TOTAL

EMPLOYEE SIGNATURE:

SUPERINTENDENT TIME CARD REVIEW SIGNATURE:

BW



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2675 EAST BIDWELL STREET
FOLSOM, CA. 95620 (916)983-0401

6675 00003/37030 08/26/19 08:29 AM
SELF CHECK OUT

070798188976 KSU WT10.1 <A> 6.48
KWIK SEAL ULTRA WHITE 10.1 OZ
MAX REFUND VALUE \$6.29
731919553126 FG10PRPUGL <A> 7.88
BTP FG HIGH VIS PU GLOVE 15 10 PR L
MAX REFUND VALUE \$7.65
049223595337 1/8IN.MIRCLP <A>
OOK MIRROR CLIP 1/8" CLR 8PK
983.28 29.52
MAX REFUND VALUE \$28.62/9
044021820018 MIRMNTCLP6PK <A>
PLASTIC MIRROR MOUNTING CLIPS 6 PACK
283.98 7.96
MAX REFUND VALUE \$7.72/2
008236900828 75PK WALLDOG <A> 14.47
WALLDOG CHROME 1.5" 75 PK
MAX REFUND VALUE \$14.04
084305355522 2GAL PAIL <A>
2GAL PLASTIC BUCKET
283.98 7.96
MAX REFUND VALUE \$7.72/2
051141332208 CONTR 4PK <A> 19.97
3M INDOOR SAFETY GLASSES 4PK-CLEAR
MAX REFUND VALUE \$19.37
076308726577 RESP <A> 33.98
3M 8511 N95 VALVED RESPIRATOR 15PK
MAX REFUND VALUE \$32.96
PRO REWARDS
128.22 Diamond -3.85
MUST RETURN ALL ITEMS FOR A FULL REFUND

SUBTOTAL 124.37
SALES TAX 9.64
TOTAL 134.01

XXXXXXXXXXXX2665 HOME DEPOT
USD\$ 134.01

AUTH CODE 026713/5033963

CARTER KELLY INC
MENDENHALL BRIAN
AID A000000004999998400305 THD PLCC PROX

PRO XTRA MEMBER STATEMENT

PRO XTRA ###-###-0950 SUMMARY
THIS RECEIPT PO/JOB NAME: AEROJET 20 019

PRO XTRA SPEND THIS VISIT: \$124.37
INCLUDES:
Pro Rewards Savings \$3.85



20-019

SHERWIN-WILLIAMS.

RANCHO CORDOVA Store 8095

11076 COLOMA RD UNIT 1
RANCHO CORDOVA CA 95670 2856
(916)631-9396

Fax (916) 631-0706

www.sherwin-williams.com

CHARGE
Tran # 4052-2
E24/17531
ASHLEIGH

9:57:
08/28/

PO# AEROJET 20-0

Order # 0E0104944A8095
CARTER KELLY INC
Account XXXX-2255-1
Job 1 CARTER KELLY INC

Bill To:
CARTER KELLY INC
PO BOX 1477
PLACERVILLE, CA 95667 1477

Ship To:
JOB NAME:

6508-65017 GALLON 820W12851
PM 200 0 EG EXTRA

1.00 @ 27.71

Color: SW7011 NATURAL CHOICE

Location: 254-C6

Color Cost 02 32 64 128

B1 Black - 2 1 -

R2 Maroon - - - 1

V3 Deep Gold - 4 1 1

Sher-Color Formula

10 PAINT RECYCLING FEE

1.00 @ 0.75 0.

SUBTOTAL BEFORE TAX

28.

8.250% SALES TAX: 1-059567000
CHARGE

2.
\$30.

SAMPLE

PRO XTRA ###-###-0950 SUMMARY
THIS RECEIPT PO/JOB NAME: AEROJET 20-019

PRO XTRA MEMBER STATEMENT

XXXXXXXXXXXX2665 HOME DEPOT
AID A000000004999998400305 THD PLCC PRO

72.60 Diamond
MUST RETURN ALL ITEMS FOR A FULL REFUND
PRO REWARDS
SUBTOTAL 70.42
SALES TAX 5.81
TOTAL 76.23
USD\$ 76.23

049223595337 1/8IN.MIRCLP <A>
OOK MIRROR CLIP 1/8" CLR 8PK
1083.28 32.80
MAX REFUND VALUE \$31.82/10
044021820018 MIRMNTCLP6PK <A>
PLASTIC MIRROR MOUNTING CLIPS 6-PACK
1083.98 39.80
MAX REFUND VALUE \$38.60/10

0652 00003/16064 08/27/19 11:38 AM
SELF CHECK OUT



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20-019



PO Box 1594
Lodi, CA 95241
Austin Swanson
c 209-747-3715
austin@tnt-concrete.com

CHANGE ORDER LOG

Date: Jul 17, 2019

Bid # 2019-15.0

Public Wages DIR #1000033659

~~Private Elementary~~
Roseville

637 Todhunter Ave. West Sacramento, CA

Scope of Work

PC O #	Date	Title	Description	PCO Amount	Status
8	7/16	New Stain Choice	- Stain color was changed by owner, resulting in the return of product already purchased and purchase of new product. - Due to delay caused by lead time of new material a re-mobilization is necessary.	\$2,142.63	Pending

Proposed Change Order(s): ~~\$2,142.63~~ *\$1861.15*

Contract to date: \$51,820.00

- Your acceptance of the above Proposed Change Orders shall constitute a modification to our Contract and will be performed to all the same terms and conditions subject to any Agreement indicated above.
- Change Orders will be billed upon completion.

Your referrals are appreciated. Please send all bid requests to: estimating@tnt-concrete.com

SAMPLE

Attachment H
COST PROPOSAL

Standard hourly rate (straight time)	\$ <u>100/HR</u>
Overtime hourly rate (overtime)	\$ <u>150/HR</u>
Emergency response hourly rate	\$ <u>150/HR</u>
Mileage/Travel/Fuel charge (if applicable):	\$ <u>1/MILE</u>
Minimum charge (if applicable)	\$ <u>100.00</u>

Time and material rate per hour (for general construction)	\$ <u>100.00</u>
--	------------------

Subcontractor Mark-up (if applicable)	% <u>10</u>
Response time (standard)	<u>24</u> hrs
Response time (emergency)	<u>4</u> hrs
Number of qualified local contractors:	<u>25</u>

Materials or rentals provided by the Contractor shall be billed on a "cost plus" basis. Indicate your percentage markup of the actual cost of materials. Note: Percentage markup shall include any travel time needed for pickup and delivery of materials.

Materials Mark-up:	% <u>15</u>
--------------------	-------------

Are the above hourly rates calculated from the time your staff leave your premises or upon arrival at the job site? Please explain.

From premises if loading materials. Upon arrival normally _____

PROVIDE DETAILED SAMPLE INVOICE

To better evaluate your firm's proposal and capabilities, please furnish a sample invoice per the following example:

Provide a sample invoice for a hypothetical \$5,500.00 project, which includes a breakdown of labor hours and labor rate, material cost plus mark-up and any mileage/travel/fuel charges.



TAB E: REQUIRED STATEMENTS/DOCUMENTS

- Non-substitution for the designated members of the team without approval by City staff (**Section 5.0**)
 - Agreed no substitutions without City approval
- The absence of a conflict of interest (**Section 10.4**)
 - There is no conflict of interest
- Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the sample contract (**Section 10.7**). (Please note that actual certificates of insurance are not required as part of your submittal.)
 - Agreed we have the ability to fulfill indemnification and insurance requirements
- A statement that nothing contained in the submitted proposal will be proprietary. (**Section 10.23**)
 - Nothing contained in the proposal will be proprietary

Please see attached documents: Attachments B, E, C, D and F



CARTER-KELLY INC.

(530) 621-0950

P.O. Box 1477 • Placerville, CA 95667

Contractors License #407415

CARTER/KELLY, INCORPORATED (1077798)



Request Certificate

<i>Initial Filing Date</i>	05/18/1981
<i>Status</i>	Active
<i>Standing - SOS</i>	Good
<i>Standing - FTB</i>	Good
<i>Standing - Agent</i>	Good
<i>Standing - VCFCF</i>	Good
<i>Formed In</i>	CALIFORNIA
<i>Entity Type</i>	Stock Corporation - CA - General
<i>Principal Address</i>	171 MIDDLETOWN RD PLACERVILLE, CA 95667
<i>Mailing Address</i>	PO BOX 1477 PLACERVILLE, CA 95667

Carter Kelly Inc. Secretary of State Registration

Attachment B

PROPOSER'S CERTIFICATION

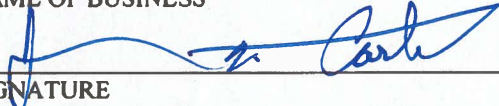
I hereby propose to furnish the goods or services specified in the Request for Proposals ("RFP"). I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Roseville ("City") adequate time to evaluate the qualifications submitted.

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this RFP. The information contained in this proposal is true and correct to the best of my knowledge and is signed under penalty of perjury under the laws of the State of California. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its authorized agent and that the firm is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, firm or corporation submitting a proposal for the same product or service; that this proposal is fair and made without outside control, collusion, fraud or illegal action; that no officer, employee or agent of the City or any other proposer is financially interested in said proposal; that no undue influence or pressure was used against or in concert with any officer, employee or agent of the City in connection with the award or terms of the contract that will be executed as a result of this RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Carter - Kelly, Inc.

NAME OF BUSINESS



SIGNATURE

James E. Carter - President

NAME & TITLE, TYPED OR PRINTED

PO Box 1477, Placerville, CA 95667

MAILING ADDRESS

(530)621-0950

TELEPHONE NUMBER

jimc@carterkelly.com

EMAIL

Type of Organization:

☐ Sole Proprietorship

☒ Corporation

☐ State of Incorporation

☐ Partnership

☐ Limited Liability Company

Attachment G

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

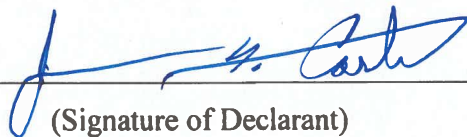
The undersigned declares:

I am the President of Carter Kelly Inc., 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 July 29, 2024 [date], at Placerville [city], California [state].


(Signature of Declarant)

Attachment E

CONTRACTOR LICENSES

List the licenses held by your company and/or employees. The following representations are made under penalty of perjury:

CA State Lic No.	Name on License	Class/Type	Expiration Date
<u>407415</u>	<u>Carter/Kelly Inc.</u>	<u>Class B</u>	<u>7/31/25</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

Do you have a City of Roseville Business License? Yes x No

License # 00804446

***For Public Works Projects (SB854):** Contractors must register with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5. The Contractor shall provide proof of current registration with the Department of Industrial Relations for both itself and all listed subcontractors with their proposal. Contractors may register at: <http://www.dir.ca.gov/public-works/publicworks.html>

DIR contractor registration number and expiration date:

* 1000002967 Exp: 6/30/25

Attachment F

SUBCONTRACTOR LIST

If subcontractors will not be used, proposer must write "NONE". For construction contracts, in accordance with the Public Contract Code, Part 1, Chapter 4, Subletting and Subcontracting, Contractors must list the name and business address of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the prime contractor's total bid, or in the case of bids or offers for the construction of streets and highways, including bridges, in excess of one-half of one percent (0.5%) of the prime contractor's total bid or ten thousand dollars (\$10,000) whichever is greater.

Company Name	NONE
Principal	
Address	
City	
Phone	
Job capacity	
Percentage of total work	
Licenses and numbers	
DIR Contractor Registration Number & Expiration Date	

Company Name	
Principal	
Address	
City	
Phone	
Job capacity	
Percentage of total work	
Licenses and numbers	
DIR Contractor Registration Number & Expiration Date	



TAB F: EXCEPTIONS

Describe any and all proposed exceptions, alterations or amendments to the Scope of Services or other requirements of this RFP, including the Sample Contract (**Attachment A**). The nature and scope of your proposed exceptions may negatively affect the evaluation of your submittal and the City's determination of whether it is possible to successfully negotiate a contract with your firm.

- Carter Kelly has no exceptions, alterations or amendments to the Scope of Services or other requirements of this RFP, including the Sample Contract (Attachment D)



TAB G: COMPETENCY OF PROPOSERS

The City wants to ensure that the successful Contractor has the necessary facilities, ability, experience, and financial resources to provide the services specified herein in a satisfactory and timely manner. Please list and explain any pending bankruptcies, liens, stop payment notices, judgments, lawsuits, arbitrations, mediations, foreclosures, and any similar actions filed or resolved in the past seven (7) years. Please indicate whether a client has ever terminated a contract with your firm for breach, and if so, please explain.

- CARTER KELLY HAS NO PENDING BANKRUPTCIES, LIENS, STOP PAYMENT NOTICES, JUDGMENTS, LAWSUITS, ARBITRATIONS, MEDIATIONS, FORECLOSURES, OR ANY SIMILAR ACTIONS FILED OR RESOLVED IN THE PAST SEVEN (7) YEARS.
- CARTER KELLY HAS NEVER HAD A CONTRACT TERMINATED OR BREACHED



Notice of Exemption

To: Placer County Clerk
Recorder's Office
2954 Richardson Drive
Auburn, CA 95603

From: City of Roseville
Development Services Dept.
311 Vernon Street
Roseville, CA 95678

Project Title: On-Call Construction Services – Contract Purchase Agreement (RFP # 08-142)

Project Location(s): Various, citywide at City-owned and operated facilities.

Project Description: The Environmental Utilities (EU) Department recommends the approval of two contract purchase agreements to provide on-call general construction services for minor projects that need to be completed in a relatively short period of time due to ongoing operational and maintenance needs at EU facilities. Any projects that would result in increases in capacity and/or expansion of use would not be able to use this on-call construction services contract and would require separate CEQA analysis.

Public Agency Approving Project: Roseville City Council

Agency/Individual Carrying Out Project: City of Roseville Environmental Utilities Department

Reason why this Project is Exempt: The project qualifies for a Class 1 Categorical Exemption as described in Section 15301 of the California Environmental Quality Act (CEQA) guidelines which states:

"Class 1 (Existing Facilities) consists of the operation, repair, maintenance, ...or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use.

The project consists of two contract purchase agreements to provide on-call construction services associated with various EU projects at facilities citywide needed for operation, repair, maintenance, and/or minor alteration as needed. The project would not result in expansion of use. Consequently, the Class 1 Categorical Exemption applies.

Lead Agency Contact Person: Blaine Wiegel, Roseville Department of Environmental Utilities (916-746-1833).

Signature:

A handwritten signature in cursive script, appearing to read "Jessica Lynch", written over a horizontal line.

Jessica Lynch, Environmental Coordinator
City of Roseville

Date: 9/19/2024



REQUEST FOR PROPOSALS

RFP #08-142

GENERAL CONSTRUCTION SERVICES

DUE: Wednesday, July 31, 2024

3:00 PM

Deliver to:

City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678

OR

Email: cityclerkroseville@roseville.ca.us

CITY OF ROSEVILLE
NOTICE FOR PROPOSALS
RFP #08-142

NOTICE IS HEREBY GIVEN that proposals for **General Construction Services** will be received by the City of Roseville. Proposals will be accepted **ONLY** at the office of the **City Clerk, Civic Center, 311 Vernon Street, Roseville, CA 95678** or submitted via electronic mail to CityClerkroseville@roseville.ca.us, until 3:00 p.m., Wednesday, **July 31, 2024**. Said proposals will be evaluated and results will be made public after completion of the negotiation process with the selected contractor. The City reserves the right to reject any or all proposals and to waive any informalities or irregularities in any proposal or in the proposal process.

June 17, 2024

Blaine Wiegel,
Preventative Maintenance Coordinator

IMPORTANT!!!

The City is not responsible for misdelivered proposals, and the proposer is strictly liable for its chosen method of delivery. It is the proposer's sole responsibility to make sure that proposals arrive at the proper location. Any proposal which does not actually arrive in the City Clerk's Office by the RFP due date and time will be rejected as non-responsive, even if properly addressed or delivered to another City Department.

Your proposal **MUST** be addressed and delivered as follows:

**City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678**

The proposer is also directed to include the attached "Sealed Proposal" label on the outside of the package or envelope, so that it is visible when delivered to the City.

Or emailed to:
cityclerkroseville@roseville.ca.us

Note: Email submissions are limited to 25 megabytes.

City of Roseville RFP

PREVAILING WAGE NOTIFICATION

This is a prevailing wage project. Accordingly, all prevailing wage and fair employment laws and regulations shall be adhered to. For prevailing wage contracts over \$25,000.00, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the Department of Industrial Relations and/or the following website address:

<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>

RFP #08-142
ON-CALL GENERAL CONSTRUCTION SERVICES

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1.0 INTRODUCTION

The City of Roseville (hereinafter “City”), is soliciting proposals for General Construction Services. This will be a competitive negotiation process. Qualified individuals, firms, contractors, consultants or entities (hereinafter “Contractor(s)”), that meet the requirements set forth in this Request for Proposals (hereinafter “RFP”), and are capable of providing the services requested are encouraged to participate.

1.1 BACKGROUND

The purpose of this Request for Proposal (RFP) is to establish a service agreement for General Construction Services. The City of Roseville (hereinafter referred to as “City”) is seeking proposals for General Construction Services which include carpentry, millwork, framing, drywall, doors and windows, frames, caulking, hardware, demolition, excavation, ceilings, masonry, fire repair, proper disposal and clean up, finishes, site work, moisture protection, mechanical, general conditions, and subcontracting as needed for tenant improvement and remodeling projects.

1.2 CITY OVERVIEW

The City of Roseville is an incorporated city with a population of more than 145,000 residents, located in Placer County off Interstate 80, approximately 16 miles northeast of Sacramento, California. The City of Roseville is a Charter city operating under the City Council/City Manager form of government.

1.3 PROPOSAL SUBMITTAL

RFP proposal submittals may be delivered to the Office of the City Clerk, Civic Center, 311 Vernon St., Roseville, CA 95678 via common carrier, hand delivered, or submitted via electronic mail to cityclerkroseville@roseville.ca.us by the specified proposal due date and time. Complete and attach the “Sealed Proposal” label to the outside of the proposal packaging if delivering or hand carrying a hard copy of the proposal, so it is visible to the City Clerk. If submitting a proposal via electronic mail, then include the RFP title and RFP number in the subject line of the email.

1.4 CALIFORNIA SECRETARY OF STATE REGISTRATION

The City requires all corporations, limited liability companies and limited partnerships to be registered to do business in the State of California. On a separate sheet of paper, please include a screenshot of your “ACTIVE” status with your proposal submittal, which can be obtained by accessing this link: <https://bizfileonline.sos.ca.gov/search/business>. All proposers must be registered with the Secretary of State or have a valid exemption by the time of award.

1.5 INSTRUCTIONS

This RFP includes a description of the scope of services, proposal requirements, and instructions for submitting your proposal. Failure to follow these instructions may result in rejection of your proposal.

No oral representations or interpretations will be made to any proposer as to the meaning of this RFP.

Direct all inquiries regarding this RFP in writing to **Blaine Wiegel** by accessing the RFP from the City’s website at: https://www.roseville.ca.us/business/procurement_services/bids_rfps by no later than **Tuesday, July 09, 2024 by 12:00pm PST**.

Do not contact other individuals or City departments in this regard. Information provided by anyone other than the above contact may be invalid, and proposals which are submitted in accordance with such information may be declared non-responsive.

In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any amendment to this RFP is valid only if it is in writing and issued by the City department issuing the RFP. No oral interpretations or answers shall bind the City unless confirmed by the City in writing.

All addenda for this RFP will be distributed through PublicPurchase.com to proposers who have registered with PublicPurchase.com and who have downloaded the RFP. Additionally, the Notice of Intent to Award will be posted on PublicPurchase.com. **It is the proposer's sole responsibility to monitor PublicPurchase.com for possible addenda to this RFP and for the Notice of Intent to Award.** Failure of proposer to retrieve addenda or the Notice of Intent to Award from PublicPurchase.com shall not relieve him/her of the requirements contained therein or the timelines associated therewith. Additionally, failure of proposer to return a signed addendum, when required, may be cause for rejection of his/her proposal.

2.0 TENTATIVE PROJECT SCHEDULE

The following represents the tentative schedule for this RFP. Any change in the scheduled dates for the Deadline for Final Questions, or Proposal Submission Deadline will be advertised in the form of an addendum to this RFP. The schedule for the evaluation process and other future dates may be adjusted without notice.

RFP Released by the City.....	06/17/2024
Deadline for Final Questions.....	07/09/2024
City Responses to Written Questions.....	07/16/2024
Proposal Submission Deadline.....	07/31/2024
Contract Negotiations.....	Aug... 2024
Contract Approval by City Council.....	Sept ...2024
Commencement of Services.....	Sept...2024

3.0 SCOPE OF SERVICES

The City of Roseville is seeking proposals from qualified vendors to provide general construction services which include: carpentry, millwork, framing, drywall, doors and windows, frames, caulking, hardware, demolition, excavation, ceilings, masonry, fire repair, proper disposal and clean up, finishes, site work, moisture protection, mechanical, general conditions, and subcontracting labor, equipment, goods, and supplies necessary to provide service for multi-story and single-story buildings. Tenant improvement and remodeling projects may also require the following, when applicable: project management, site assessment, design, and ADA improvements/upgrades. The awarded Contractor shall also provide the following:

- Perform General Construction work as required and approved. Written approval to be obtained from an authorized representative of the Environmental Utilities Department.
- Provide parts/labor, plus equipment to perform work.
- Provide all required safety devices and personal protective equipment to work in a safe manner and ensure that City staff and contract workers are safe.
- Obtain required Labor and Materials Payment Bond and Faithful Performance Bond.
- All work to be quoted in advance and approved by the Environmental Utilities Department. No work will be performed without prior approval.
- No sub-contractors or subconsultants are to be used without Department consent.
- Keep an up-to-date log onsite of all work performed to meet all legislation and regulations.

- Submit pay requests on a monthly basis with required documentation including but not limited to construction schedule update, certified payroll, and waivers and releases.
- Submit record drawings and an operations and maintenance manuals at construction completion of each task order.

Guidelines and Requirements:

The following guidelines and requirements shall be adhered to in performing all work that the successful Contractor(s) shall implement in accordance with this RFP.

- All work shall be performed in accordance with the City of Roseville Design and Construction Standards, and any other governing regulatory standards.
- All work shall be performed in accordance with any engineering plans and technical specifications provided by the City, or plans developed by the Contractor's team that are approved by the City for construction.
- All activity shall be in conformance with the City of Roseville's Municipal Code as applicable.
- The duration of each specific work assignment shall be defined on a case by case basis and will be included in writing when a specific scope of work is outlined by EU staff when the selected Contractor(s) is notified to commence a task.
- By submitting a proposal, Contractor(s) agree to the following response times: shall mobilize and be on-site, ready to begin work within 30 business days of receiving a written (including e-mail notification) Notice to Proceed from the City's Project Manager.
- Contractor shall be fully and solely responsible for all costs associated with repairing and or restoration of any existing facilities, which the contractor or their subcontractor's damage, during the execution of the work. Any facilities damaged as a result of the contractors and/or subcontractors activities shall be restored to pre-construction conditions and the cost shall be borne by the Contractor.
- Contractor shall be fully and solely responsible for all costs associated with re-doing work that is determined to be defective and/or does not meet City of Roseville's construction standards and any other standards stated in the scope of work as determined by the City of Roseville's Inspection staff in Engineer's sole discretion. Such costs of re-inspection, including any costs incurred by the City for additional staff time or fees for third-party contractor inspectors, will be deducted from one or more progress payments hereunder.
- All clean-up of project areas, to pre-construction conditions shall be the responsibility of the Contractor.
- Submittals for all materials and parts to be used by the Contractor(s), shall be delivered to the City for review and approval prior to the Contractor(s) installing the work. Approval by the City of any materials or parts shall be only to confirm that materials and parts meet the City's specification requirements. Approval by the City is not a guarantee that the Contractor shall not be liable for defective work or for work that does not conform to the City's construction standards. The final work shall be inspected by City staff and a final approval, or rejection of the work, shall be made during the final inspection of the work by the City.
- Contractor shall be responsible for obtaining all required permits as applicable.
- Contractor shall be responsible to off haul and dispose of all debris (at a legally approved location) generated by their work unless otherwise directed by the City.
- Contractor shall not make adjustments to any City facility system settings or controls without prior authorization of City staff.
- All work shall be conducted, adhering to the guidelines of the City's noise ordinance.
- All materials used by the Contractor shall be free of hazardous substances.
- For all work conducted as part of this scope, the Contractor(s) shall be required to provide safety systems and devices and comply with all requirements per the Occupational Safety and Health Administration

(OSHA), Cal/OSHA and the National Fire Protection Association as applicable to ensure that work is done in a safe manner to keep City staff, Contractor(s) and their staff, clients and the general public safe. Additionally, the Contractor(s) shall be required to comply with all City of Roseville Safety Requirements.

3.1 FALSE ALARM CHARGES

When the City of Roseville Police Department responds to an alarm call which is determined to be false due to the negligence of the contractor, fees may be assessed per the City's Alarm Ordinance. Fees increase per false alarm incident if it is determined the contractor did not follow the protocols established by the Project Coordinator at the onset of the construction project.

3.2 CARD KEY POLICY

The awarded Contractor will be required to adhere to the City's card key policies regarding the issuance, control and return of all keys and access cards used to access City facilities and/or property.

The issuance will be the responsibility of the Project Manager. Upon project completion or termination, all keys or access cards must be returned to the Project Manager immediately. The Project Manager has the authority to determine if a lock needs to be re-keyed to maintain security and associated expenses may be charged to the contractor.

4.0 CONTRACTING METHODOLOGY

The City intends to award Construction Agreements to up to three (3) contractors.

4.1 COMPENSATION

Contractor will be compensated on a time and expense basis in accordance with the hourly rates determined through the initial contract negotiation process with an annual total not to exceed amount of \$500,000, however no minimum amount of work is guaranteed.

4.1 INDIVIDUAL TASK ORDERS

Individual tasks will be awarded by the City on an as-needed basis. City may assign work to one or more contractors from the approved list generated through this RFP process. City reserves the right to unilaterally assign work to any contractor as it deems prudent or, if no services are required, no work. City makes no specific guarantee of a minimum or maximum number of hours or amount of tasks or services, which shall be required of any single contractor. In addition, the inclusion of any contractor, if so utilized by the City, shall in no way be considered an exclusive agreement to provide service for the City.

4.2 MULTI-YEAR AGREEMENTS

The initial contract will be from date of award through a period of one (1) year. The City reserves the right to renew the contract for four (4) additional years, one year at a time at its sole discretion. The contractor receiving the contract award for the initial contract may retain that contract award throughout the life of the contract, including the optional renewal years.

There will be no guarantee of quantity of work in these contracts.

The initial contract will be awarded based on the prices determined through the initial contract negotiation process. Sixty days prior to the expiration date of the current contract, the City is willing to re-negotiate out-year pricing (increases and/or decreases) based on market fluctuations. The pricing for each renewal year will be evaluated based on what the City deems to be fair and reasonable pricing. Any requests made by the vendor for a price increase must be fully documented utilizing an appropriate Consumer or Producer Price Index or other relevant market data to justify a price change. In its request for price increases Contractor shall cite sources, specific conditions, and document how those conditions affect the cost. The City of Roseville is also willing to re-negotiate pricing if it is affected by catastrophic circumstances (example: unforeseen national/world crisis or acts of God).

Price adjustments will not be automatic. They must be mutually agreed upon by both the City and the contractor. The City will review the proposed pricing and determine if it is allowable, fair, reasonable, and in the best interest of the City to extend the agreement. The City reserves the right to not issue a new fiscal year contract if fair and reasonable rates cannot be agreed upon.

5.0 **ASSURANCE OF DESIGNATED PROJECT TEAM**

Proposer shall assure that the designated project team, including sub-consultants or sub-contractors (if any), is used for this project. Departure or reassignment of, or substitution for, any member of the designated project team, sub-consultant(s) or sub-contractor(s) shall not be made without the prior written approval of the City.

6.0 **PROPOSAL FORMAT REQUIREMENTS**

Each response to this RFP shall include the information described in this section. Provide the information in the specified order. Failure to include all of the information specified may be cause for rejection. Additional information may be provided, but should be succinct and relevant to the goals of this RFP. Any additional information that a proposing Contractor wishes to include that is not specifically requested should be included in an appendix to the proposal.

Contractors are encouraged to keep the proposals brief and to the point, but sufficiently detailed to allow evaluation of the project approach. Unauthorized conditions, omissions, limitations or provisions attached to a proposal may render the proposal non-responsive and may cause its rejection.

Proposers are warned against making erasures or alterations of any kind, without initialing each and every such change. Proposals that contain erasures or irregularities of any kind, without such initialing, or omissions, may be rejected.

If provided via regular mail, the proposal should be bound or contained in a loose leaf binder. Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size. Use section dividers, tabbed in accordance with this section as specified below.

6.1 **Cover Letter** with the following information:

- Title of this RFP
- Name and Mailing Address of Firm (include physical location if mailing address is a PO Box)

- Contact Person, Telephone Number, Fax Number, and Email Address
- A statement that the submitting Contractor will perform the services and adhere to the requirements described in this RFP, including any addenda (reference the addenda by date and/or number).

- 6.2 **Signature Requirements** - The attached Proposer's Certification (**Attachment B**) shall be executed by an official(s) legally authorized to bind the Contractor which states that the proposal is valid for ninety (90) days. Include the executed copy of the Proposer's Certification under Tab G. Note: This is ninety (90) days following the closing date for the receipt of all proposals.
- Proposals submitted on behalf of a Partnership shall be signed in the firm name by a partner or the Attorney-in-Fact. If signed by the Attorney-in-Fact, there shall be attached to the proposal a Power-of-Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.
 - Proposals which are submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
 - Proposals which are submitted on behalf of a Limited Liability Company ("LLC") shall be signed by the person or persons authorized to bind the LLC under the LLC's articles of organization.
 - Proposals which are submitted by an Individual Doing Business under a firm name ("dba") shall be signed in the name of the individual doing business under the proper firm name and style.
- 6.3 **TAB A: Firm's Qualifications** (maximum 2 pages) – Describe your firm and provide a statement of your firm's qualifications for performing the requested services. Identify the services which would be completed by your firm's staff and those that would be provided by sub-consultants or sub-contractors, if any. Identify any sub-consultants or sub-contractors you propose to utilize to supplement your firm's staff. Include the firm's organizational chart, including its constituent parts, and size variation of staffing levels in the past five (5) years.
- 6.4 **TAB B: Experience and References** (maximum 4 pages) – Provide a summary of your firm's experience in providing these or similar services. Provide a minimum of three (3) references for projects or services similar in nature and scope that your firm's team members have completed in the last five (5) years. Include brief descriptions of the projects, dates, client names and contact persons' names, addresses and telephone numbers. Public sector references are preferred.
- 6.5 **TAB C: Qualifications of Team** (maximum 4 pages) – Provide a brief summary of the role, qualifications and experience of each team member and designated project manager/lead assigned to this project, including length of service with the firm and the qualifications/experience of any sub-consultant or sub-contractor staff on your project team. A project team organizational diagram and brief resume of each team member and the designated project manager/lead for each applicable category shall be included. The geographic location of the firm and key personnel shall also be identified. Any proposed sub-consultants or sub-contractors shall be listed. Include sub-consultant's and sub-contractor's assigned task(s) and experience. Full resumes may be included in the appendix.

- 6.6 **TAB D: Cost Proposal** – Provide a total cost for any necessary equipment. Provide a full cost list of all equipment available to the contractor, either purchased or on lease. Include a schedule of hourly rates for all proposed staff. Define any reimbursable expense and markups requested to be paid by the City. Fill out and submit Attachment F and provide sample invoice as described on Attachment F within this Tab of the proposal..
- 6.7 **TAB E: Required Statements/Documents** – Include statements of assurance regarding the following requirements in the proposal:
- Non-substitution for the designated members of the team without approval by City staff **(Section 5.0)**
 - The absence of a conflict of interest **(Section 10.4)**
 - Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the sample contract **(Section 10.7)**. (Please note that actual certificates of insurance are not required as part of your submittal.)
 - A statement that nothing contained in the submitted proposal will be proprietary. **(Section 10.23)**

Submit the following documents with proposal:

- Proof of registration with California Secretary of State. **Note:** All proposers must be registered with the Secretary of State or have a valid exemption by the time of award.
 - Executed copy of Proposer's Certification **(Attachment B)**
 - Executed copy of Non-collusion Declaration **(Attachment E)**
 - Contractor Licenses **(Attachment C)**
 - Subcontractor List **(Attachment D)**
 - Cost Proposal **(Attachment F)**
- 6.8 **TAB F: Exceptions** – Describe any and all proposed exceptions, alterations or amendments to the Scope of Services or other requirements of this RFP, including the Sample Contract **(Attachment A)**. The nature and scope of your proposed exceptions may negatively affect the evaluation of your submittal and the City's determination of whether it is possible to successfully negotiate a contract with your firm.
- 6.9 **TAB G: Competency of Proposers** – The City wants to ensure that the successful Contractor has the necessary facilities, ability, experience, and financial resources to provide the services specified herein in a satisfactory and timely manner. Please list and explain any pending bankruptcies, liens, stop payment notices, judgments, lawsuits, arbitrations, mediations, foreclosures, and any similar actions filed or resolved in the past seven (7) years. Please indicate whether a client has ever terminated a contract with your firm for breach, and if so, please explain.

7.0 **SUBMITTAL INSTRUCTIONS**

- 7.1 Your submittal package shall include the following:
If mailing, the below guidelines apply.
- **One (1) original and four (3) printed copies** of your proposal; and
 - **One (1) electronic copy** of your proposal in PDF format on a flash drive or other electronic media
- OR**

If submitting your proposal via electronic mail, then send one (1) copy of the proposal to cityclerkroseville@roseville.ca.us. The file size limit is 25 megabytes.

7.2 Proposals shall be submitted not later than the time and date indicated on the cover page of this RFP. If mailing the proposal, then it shall be submitted in a sealed envelope or container and clearly marked with the RFP title on the outside of the parcel. **Complete and attach the “Sealed Proposal” label to the outside of the envelope or package containing your proposal.**

7.3 Proposals shall be delivered to:

City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678

Or electronically mailed to: cityclerkroseville@roseville.ca.us

7.4 The City shall not be responsible for proposals delivered to a person or location other than that specified herein.

7.5 Postmarks will not be accepted and proposals received after the deadline date and time will not be accepted or considered. **No exceptions.**

7.6 The City reserves the right to waive minor defects and/or irregularities in proposals, and shall be the sole judge of the materiality of any such defect or irregularity.

7.7 All costs associated with proposal preparation shall be borne by the proposer.

7.8 Department of Industrial Relations Contractor Registration: No contractor or subcontractor may be listed on a proposal for or work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. The Contractor shall provide proof of current registration with the Department of Industrial Relations for both itself and all listed subcontractors with their proposal. The Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

8.0 EVALUATION CRITERIA

The following evaluation criteria and rating schedule will be used to determine the most highly qualified firm(s).

<u>Evaluation Criteria</u>	<u>Maximum Points Possible</u>
A. Experience and qualifications of firm and proposed staff/sub-consultants/sub-contractors (per Sections 6.3 - 6.5)	50
B. Proposed Cost (per Section 6.6)	40
C. Overall Proposal (per Section 6.7)	10

9.0 SELECTION PROCESS

- 9.1 Award of the RFP shall be made to the responsible proposer whose proposal is determined, through a formal evaluation panel process, to be the most advantageous to the City after the evaluation panel has taken into consideration the evaluation factors set forth in the RFP. A master score sheet shall be created based on the evaluation panel's initial evaluation. Proposals shall be scored according to the criteria stated in the RFP.
- 9.2 Proposals submitted will be reviewed by a selection committee. Contractors that have submitted the best and most complete proposals may be invited to an interview. The number of Contractors invited to an interview may vary depending upon the number of proposals submitted.
- 9.3 Should the City elect to conduct interviews with any proposers, the following criteria shall be considered and each proposer ranked by the evaluation panel during the interview process: a) Quality of presentation, b) Ability to meet the City's business goals, c) Communication style.
- 9.4 The City reserves the right to make a selection after review of the proposals without oral interviews; therefore, the proposal should be submitted initially on the most favorable terms that the Contractor might propose.
- 9.5 A contract will be negotiated with the Contractor considered best meeting the City's need for this project. In the event a mutually satisfactory contract cannot be negotiated with the City's first choice, negotiations may be terminated and commenced with the Contractor considered next best in meeting the City's needs for this particular project.
- 9.6 The selected Contractor will be required to execute a City prepared contract. The contract may further refine the scope of services and will provide for the terms and conditions of employment.
- 9.7 The award of any contract is expressly contingent upon City Council approval and the availability of funds. City staff may not legally bind the City to a contract.
- 9.8 The City reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful Contractor(s). In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern.
- 9.9 The City reserves the right to seek clarification on any or all proposal submittals to ensure the RFP specifications are met. Proposals may be rejected from any proposer who does not comply with the City's request for clarification.
- 9.10 Once a decision has been made to award the contract, then a formal notice of the intent to award to the recommended proposer(s) shall be made by the Department.
- 9.11 A City of Roseville business license as well as all applicable permits, licenses and certifications required by local, state or federal law are required before the award of contract.

10.0 GENERAL TERMS & CONDITIONS

- 10.1 **Standard Contract.** Upon completion of the evaluation and recommendation for award, the selected Contractor will be required to execute an agreement prepared by the City, a sample of which is included as **Attachment A**.
- 10.2 **Independent Contractor.** At all times the Contractor shall represent himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself, or his/her employees, to be an employee of the City. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorneys' fees), and damage of any kind related to such matters.
- 10.3 **Non-Appropriation.** The City may terminate any resulting contract at the end of any fiscal year, June 30th, without further liability other than payment of debt incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the contract was intended.
- 10.4 **Conflict of Interest.** The Contractor shall warrant that no official or employee of the City has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the City. Contractors submitting a proposal in response to this RFP must disclose any actual, apparent, direct, indirect, or potential conflicts of interest that may exist with respect to the Contractor or the Contractor's management or employees relative to the services to be provided to the City. Conflict of interest issues may require consultation with legal counsel. If a Contractor has no conflicts of interest, a statement to that effect must be included in the proposal. Violation of this section shall be a material breach of the contract entitling the City to any and all remedies by law or in equity.
- 10.5 **Undue Influence.** The Contractor shall warrant via an executed Proposer's Certification (**Attachment B**) that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award or terms of the contract that will be executed as a result of this RFP, including any method of coercion, confidential financial arrangement or financial inducement. No officer or employee of the City shall receive compensation, directly or indirectly, from the Contractor, or from any officer, employee or agent of the Contractor, in connection with the award of the contract or any work to be conducted as a result of this RFP. Violation of this section shall be a material breach of the contract entitling the City to any and all remedies by law or in equity.
- 10.6 **Non-Collusion.** Contractors submitting proposals shall warrant via an executed Proposer's Certification (**Attachment G**) that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary contractor and the associated sub-consultants or sub-contractors. Proposers shall also submit a

properly completed and executed “Non-collusion Declaration” which is attached as **Attachment G**.

- 10.7 **Indemnification & Insurance Requirements.** The City’s standard indemnification and insurance requirements are provided in the sample contract, included in **Attachment A**. All costs of complying with the insurance requirements shall be as included in your pricing. The selected Contractor shall provide complete and valid insurance certificates within ten (10) days of the City’s written request. Failure to provide the documents within the time stated may result in rejection of the Contractor’s proposal. If a proposer takes exception to the indemnification and insurance requirements, then the nature and scope of the proposed exceptions may negatively affect the evaluation of that proposer’s submittal and the City’s determination of whether it is possible to successfully negotiate a contract with that firm. Submitting exceptions are at the proposer’s own risk.
- 10.8 **Cost of Preparing Proposal.** The City will not pay any costs incurred by any Contractor in preparing or submitting a proposal in response to this RFP.
- 10.9 **Proposals Property of the City.** All documents or materials submitted with or in conjunction with any proposal, including but not limited to electronic files, shall become the property of the City after the proposal submission deadline. No submission documents will be returned. During negotiations, the scope of services may be amended by the City and negotiated based upon ideas provided by other proposers or any other source.
- 10.10 **Proposals are Public Records.** All proposals submitted are subject to the public disclosure requirements under the laws of the State of California, unless the City identifies and exercises a right or obligation to exempt any record from public disclosure. However, proposals will not be disclosed until negotiations are complete and a recommendation for selection and award is made.
- 10.11 **Protests.**
- (a) Protest Requirements
 - (1) Any proposer who is aggrieved in connection with the solicitation or award of a contract may file a protest with the City Clerk’s office. The protest must be received in writing by the City Clerk’s office within seven (7) calendar days after such aggrieved proposer 1) knows or should have known of the facts giving rise thereto or 2) the date of the notice of intent to award, whichever is sooner. In no event shall a protest be allowed after an award has been made by City Council. If the seventh calendar day falls on a weekend or City holiday, the protesting party may submit the protest prior to close of business on the first business day following such weekend or holiday. Failure to submit a timely protest shall bar consideration of a protest.
 - (b) Grounds for Protest
 - (1) The alleged grounds for protest shall be limited to the following: (a) computation errors, (b) violations of local, state, or federal law, or (c) the City failed to follow the procedures specified in this Policy.
 - (2) The protest shall state all grounds claimed for the protest and include supporting documentation. Failure to clearly state the grounds for the protest and provide supporting documentation shall be deemed a waiver of all protest rights.

(c) Administrative Review

Upon receipt of the protest and after determining the protest was properly filed, the Department Director shall provide a copy of the protest to other proposers who might become aggrieved as a result of the protest and issue a written decision within fourteen (14) calendar days after receipt of the protest. The protest will be evaluated by the Department Director, the City Attorney's Office, and the Purchasing Manager. The protesting proposer shall promptly provide any information requested by City staff as part of such investigation. The decision shall either deny or uphold the protest and include reasons for the decision. The written decision shall be final.

(d) Stay of Action During a Protest

In the event a protest is filed under Section 10.11, the City shall not proceed further with the award of the contract until the protest is resolved, unless:

(1) The City Manager or designee makes a determination that the award of the contract without delay is necessary to protect a substantial interest of the City, or

(2) The City decides to reject all proposals and issue a new RFP.

- 10.12 **Rejection of RFP.** The City reserves the right to reject any or all proposals, to waive defects or irregularities in any proposal or in the RFP process, and to offer to negotiate or contract with any Contractor in response to any RFP. This RFP does not constitute any form of offer to contract.
- 10.13 **Multiple Award.** The City reserves the right to award the contract to multiple contractors when applicable.
- 10.14 **Increasing/Decreasing Portions of RFP.** The City reserves the right to increase or decrease the amount of any portions of the work represented in the RFP and/or to omit portions of said work, as may be deemed necessary by the City.
- 10.15 **Rejection as Non-Responsive.** Proposals may be rejected as non-responsive at the City's sole discretion if there are alterations of form, the proposal is conditional or the proposal is incomplete.
- 10.16 **Modifying RFP.** The City reserves the right to modify any portion of, or to postpone or cancel this RFP at any time, and/or reject any and all submissions without indicating any reason.
- 10.17 **If no proposal is accepted,** the City may elect to have the services performed in some other manner.
- 10.18 **Rejecting Team Members, Firms or Sub-contractors.** The City reserves the right to reject individual team members, firms, sub-consultants or sub-contractors and request substitution prior to contract award.
- 10.19 **Local Business, Small Business, Minority and Women Owned Business.** Although no preferences will be given, the City highly encourages submission of proposals by local businesses, by small business owners, and by minority and women-owned businesses.

- 10.20 **Withdrawal of Proposals.** Proposals may be withdrawn prior to the date and time specified for proposal submission with a formal written notice by an authorized representative of the proposer delivered to the City Clerk's Office. Proposals submitted will become property of the City after the proposal submission deadline.

Proposals may not be withdrawn for ninety (90) days after the due date unless the City enters into a contract with another Contractor prior to the expiration of that ninety (90) day period.

- 10.21 **Prohibited Transmittals.** No telephone or facsimile proposals will be accepted. If a photocopy is submitted, the proposal must be signed in ink.

- 10.22 **Proposal Postponement and Amendment.** The City reserves the right to revise or amend the RFP or specifications up to the time set for opening of the proposals. Such revisions and amendments, if any, shall be announced by amendments to this RFP through the City's web site. Copies of such amendments shall be furnished to all prospective proposers. Prospective proposers are defined as those proposers who have registered and are on the City's RFP list for this material/service. If revisions and amendments require changes in quantities, prices or scope of services, the date set for opening of the proposals may be postponed by such number of days as in the opinion of the City shall enable proposers to revise their proposals. Proposals which fail to acknowledge a substantive addendum to the RFP, as determined by the City Attorney's Office, on the City supplied addendum form will be rejected as non-responsive. Any revisions or amendments to the RFP will become incorporated into any contract awarded pursuant to the RFP.

- 10.23 **Proprietary Information.** Proposers submitting a proposal in response to this RFP must provide a statement that nothing contained in the submitted proposal will be proprietary. However, if a proposer desires to claim a privilege against public disclosure for a trade secret or other proprietary information, such information must be submitted with the proposal in a separate envelope marked "confidential." The City Attorney's Office will determine if the information is in fact proprietary, based on state and federal law. Note that under California law, a price proposal to a public agency is not a trade secret. The Contractor shall defend, indemnify and hold harmless the City regarding any claim by any third party for the public disclosure of the "confidential" portion of the proposal.

- 10.24 **Right to Request Additional Information.** During the evaluation process, the City reserves the right, where it may serve the best interests of the City, to request additional information and clarifications from proposers. Such information will be requested in writing to the specific proposer. This information will become a part of the original proposal submitted by the specific proposer and will be used by the City in evaluating the proposal and will not be shared with other proposers during the evaluation and negotiation process.

- 10.25 **Modification of Proposals.** Modification of a proposal already received will be considered only if the modification is received prior to the deadline date for receiving proposals. All modifications shall be made in writing, executed, and submitted in the same form and manner as the original proposal.

- 10.26 **Examination of Contract Documents.** Each proposer shall thoroughly examine and be familiar with the terms of this RFP, the sample contract attached as **Attachment A**, legal and procedural documents, general conditions, specifications, and addenda (if any), which will constitute the contract documents. Submission of a proposal shall constitute acknowledgment, upon which the

City may rely, that the proposer has thoroughly examined and is familiar with the contract documents. Failure or neglect of a proposer to receive or examine any of the contract documents shall in no way relieve the proposer of any obligation with respect to their proposal or to the contract. No claim for additional compensation will be allowed which is based upon lack of knowledge of any contract document.

- 10.27 **Non-Discrimination.** The City maintains various policies related to contractual service providers. Among these is an anti-discrimination policy, which requires that the City's contractors not discriminate in hiring on the basis of gender, race, religion, sexual orientation, medical condition, and all other categories protected by law. Upon acceptance of a proposal, the City may request that the selected Contractor sign a statement affirming its compliance with this policy.
- 10.28 **No Assignment or Modifications.** This awarded contract is to be binding on the successors and assigns of the parties hereto. The services called for herein are deemed unique and except as provided herein Contractor shall not assign, transfer, subcontract, or otherwise substitute its interest in the agreement or any of its obligations herein without the written consent of the City. The Agreement may be modified only by a written amendment signed by the parties.
- 10.29 **Bankruptcy.** Upon filing for any bankruptcy or insolvency proceeding whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify the City immediately. Upon learning the actions herein identified, the City reserves the right, at its sole discretion, to cancel the contract.
- 10.30 **Bonds.** The successful Contractor will be required to provide a **100% Faithful Performance Bond and a 100% Labor and Materials Bond** using the City's forms.
- 10.31 **Debarment.** Contractor certifies that Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, 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.



Contract Purchase Agreement 3003457

Supplier Details:

Company Sample Company
Contact Fred Sample
Address 111 Sample Dr.

Roseville, CA 95678

Submit your response to:

Company City of Roseville
Contact
Address Purchasing Division
311 Vernon St
Roseville, CA 95678
Phone (916) 746-1100
Fax (916) 746-1115
E-mail

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

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

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

Sole proprietorship - **By owner**

Partnership - **Any general partner**

Corporation - **Two options:**

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

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

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

Insurance requirements:

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



Contract Purchase Agreement 3003457

Agreement	3003457
Agreement Date	15-FEB-2024
Revision	0
Agreement Amount	0.00 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 **Sample Company**
 111 Sample Dr.

Roseville, CA 95678

Phone: (916)111-1111
Fax: (916)111-2222
Email: samplecompany@sample.org

Description of Labor,
 equipment
 and/or materials **This is a SAMPLE agreement for illustration purposes only.**

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	11028	Net 30	Freight on Board at the destination	Destination	Best Method
Start Date	End Date	Confirm To			
01-Jul-2023	30-Jun-2024				

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>. In compliance with Labor Code Section 1773.2, as may be amended from time to time, Contractor shall cause a copy of this website to be posted at each jobsite, as applicable.
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 thirty (30) 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. Vehicles with a gross vehicle weight rating (GVWR) greater than 8,500 lbs. and light-duty package delivery vehicles operated in California may be subject to the California Air Resources Board (CARB) Advanced Clean Fleets regulations. Such vehicles may therefore be subject to requirements to reduce emissions and air pollutants. For more information, visit the CARB Advanced Clean Fleet webpage at <https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets>.
20. Contractor/consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications, if any, shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.
21. 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.

22. 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.
23. The Levine Act (Govt. Code, Section 84308) requires a Party (and its agent(s), if any) to a Proceeding before the City of Roseville that involves any action or consideration related to their contract, license, permit, or other entitlement for use, to disclose any campaign contributions made to City elected or appointed officers totaling more than \$250 within the twelve (12) months prior to the City decision and while a proceeding is pending, and includes certain prohibitions on contribution activity thereafter. If applicable campaign contributions have been made by Contractor and/or its agent(s), Contractor is responsible for compliance, including for its disclosure obligations, if any, as further described at: https://www.roseville.ca.us/government/departments/city_clerk/transparency/levine_act.
24. 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.
25. 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:

_____ Corporation

_____ Limited Liability Company

_____ Partnership

_____ Sole Proprietor

Contract Purchase Agreement 3003457

City Reserves the right to withhold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.
Construction T&C
REV 3/21/24 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
Cyber Liability:
\$1 Million/occurrence

Hazardous Materials: _____

Pollution Liability:
\$1 Million/occurrence

Special Events/Caterers-Vendors: _____

No auto required
No workers' comp required

Professional Counseling/ Psychological: _____

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

Pyrotechnics: _____

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

Chemical/Environmental: _____

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

Insurance Submission Process

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

How It Works

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

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

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

Asbestos-Containing Materials in City-Owned Buildings

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

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

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

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

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

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

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

Sign to acknowledge receipt of asbestos notification:

SIGNATURE	
COMPANY NAME	
DATE	

Asbestos
Rev 01/16/19

CALIFORNIA AIR RESOURCES BOARD REGULATION COMPLIANCE

Please indicate whether the Contractor is subject to, and/or in compliance with, the following regulations of the California Air Resources Board.

In-Use Off-Road Diesel-Fueled Fleets Regulation

- 1) Will vehicles subject to Cal. Code Regs., tit. 13, §§ 2449 et seq. be used for the project?
This includes, but is not limited to:
 - a) Vehicles with a diesel-fueled or alternative diesel fueled off-road compression-ignition engine with maximum power (max hp) of 25 horsepower (hp) or greater provided that the vehicle cannot be registered and driven safely on-road or was not designed to be driven on-road, even if it has been modified so that it can be driven safely on-road
 - b) Workover rigs
 - c) Certain two-engine vehicles

Yes ____ **No** ____
- 2) If you answered "Yes" to 1), you **must** submit a valid Certificate of Reported Compliance to the City as provided in Cal. Code Regs., tit. 13, § 2449(n).

Advanced Clean Fleets Regulation

Pursuant to Cal. Code Regs., tit. 13, § 2013(i)(1), the Contractor shall submit to the City a document evidencing that it is listed on the CARB Advanced Clean Fleets webpage as a compliant fleet **OR** a signed statement stating that it is not subject to the High Priority and Federal Fleets regulation of title 13, CCR section 2015 through 2015.6.

The High Priority Fleets regulation applies to, without limitation, entities with more than \$50 million in gross annual revenues and/or which own, operate, or direct the operation of 50 or more vehicles in the total fleet.

- 1) Is the Contractor subject to the High Priority and Federal Fleets regulation of title 13, CCR section 2015 through 2015.6?

Yes ____ **No** ____
- 2) If you answered "Yes" to 1), you **must** submit a document evidencing that you are listed on the CARB Advanced Clean Fleets webpage as a compliant fleet.

Signature: _____

Title: _____

Supplier

Signature:_____

Print Name:_____

Title:_____

Date: _____

Supplier

Signature:_____

Print Name:_____

Title:_____

Date: _____

City of Roseville, A Municipal Corporation

Signature:_____

Print Name: **Dominick Casey**

Title: **City Manager**

Date:_____

Attachment B

PROPOSER'S CERTIFICATION

I hereby propose to furnish the goods or services specified in the Request for Proposals ("RFP"). I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Roseville ("City") adequate time to evaluate the qualifications submitted.

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this RFP. The information contained in this proposal is true and correct to the best of my knowledge and is signed under penalty of perjury under the laws of the State of California. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its authorized agent and that the firm is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, firm or corporation submitting a proposal for the same product or service; that this proposal is fair and made without outside control, collusion, fraud or illegal action; that no officer, employee or agent of the City or any other proposer is financially interested in said proposal; that no undue influence or pressure was used against or in concert with any officer, employee or agent of the City in connection with the award or terms of the contract that will be executed as a result of this RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

TELEPHONE NUMBER

EMAIL

Type of Organization:

____ Sole Proprietorship

____ Corporation

____ State of Incorporation

____ Partnership

____ Limited Liability Company

Attachment C

LEVINE ACT DISCLOSURE STATEMENT

(The completed form submitted to the City of Roseville is a public record.)

California Government Code Section 84308, commonly referred to as the "Levine Act," prohibits any "Officer" (elected or appointed officer, any alternate thereto, and any candidate for elective office) from participating in any consideration or action related to a proceeding if they receive political contribution(s) from a party, or its agent(s), totaling more than \$250 within the previous twelve (12) months, while a proceeding is pending, and for twelve (12) months following the date of a final decision in a proceeding concerning a license, permit, other entitlement for use, franchise, or contract (collectively "license, permit, or contract"). For additional information: https://www.roseville.ca.us/government/departments/city_clerk/transparency/levine_act.

City Officers are listed at the following sites:

- The Members of City Council - https://www.roseville.ca.us/government/city_council/meet_council
- Boards & Commission Members - https://www.roseville.ca.us/government/boards_commissions

Parties and their Agents are responsible for reviewing and disclosing their applicable contributions to City Officers on the record of a proceeding.

1. Have you or your entity, or any agent on behalf of you or your entity, made any political contribution(s) totaling more than \$250 to any City Officer in the twelve (12) months preceding the date of the submission of your license, permit, or contract, or the anticipated date of any City Council, Board, or Commission consideration or action related to this license, permit, or contract?

YES _____ NO _____

If yes, please identify the City Officer(s): _____

2. Do you or your entity, or any agent on behalf of you or your entity, anticipate or plan to make any political contribution(s) totaling more than \$250 to any City Officer in the twelve (12) months following any City Council, Board, or Commission consideration or action related to this license, permit, or contract?

YES _____ NO _____

If yes, please identify the City Officer(s): _____

Answering yes to either of the two questions above does not preclude the City of Roseville from considering and/or taking action on a license, permit, or contract. It does, however, potentially preclude the identified City Officers from participating in consideration of and in taking any actions related to the license, permit, or contract. Please accurately complete and sign this form, under the penalty of perjury:

_____	_____	_____
(Date)	(Printed Name/Title of Authorized Representative)	(Name of business/legal entity)

	(Signature)	

You must submit a supplemental form if you make any new reportable contribution(s) while the contract, license, permit, or other entitlement is being considered. If this form has not previously been submitted in connection with a contracting, licensing, entitlement or permitting process, please provide the completed form to the Office of the City Clerk for appropriate departmental routing, at: City Clerk, 311 Vernon St., Roseville, CA 95678, CityClerkRoseville@roseville.ca.us

LEVINE ACT DISCLOSURE STATEMENT
(The completed form submitted to the City of Roseville is a public record.)

Term	Definition	Law
Covered "proceedings"	A proceeding to grant, deny, revoke, restrict, or modify a license, permit or other entitlement for use, that does not solely involve purely ministerial decisions and is: (1) Applied for by the party; (2) Formally or informally requested by the party; or (3) A contract between the agency and the party or a franchisee granted by the agency to the party, other than a contract that is competitively bid , a labor contract , or a personal employment contract .	FPPC Reg 18438.2(a)
Party	Any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.	Gov. Code 84308(a)(1)
Participant	Any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision. A person actively supports or opposes a particular decision in a proceeding if that person lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.	Gov. Code 84308(a)(2) FPPC Reg 18438.4
Agent	A person who represents a party or participant for compensation and appears before or otherwise communicates with the governmental agency for the purpose of influencing the pending proceeding. See FPPC Reg 18438.3 for exceptions for certain consultants.	FPPC Reg 18438.3
Competitively Bid	A contract required by law to be awarded to the lowest responsible bidder with a responsive bid, or, if the successful bidder refuses or fails to execute the contract, to the next lowest bidder with a responsive bid.	FPPC Reg 18438.2(a)(3)(A)
Labor Contract	A contract or agreement reached through collective bargaining or with a representative group regarding the salary, benefits, or terms and conditions under an employment or retirement policy for employees or retirees, including a project labor agreement entered under Public Contract Code Section 2500.	FPPC Reg 18438.2(a)(3)(B)
Personal Employment Contract	A contract for employment, including the terms and conditions of employment, between the agency and an agency employee. A contract with an independent contractor is NOT a personal employment contract.	FPPC Reg 18438.2(a)(3)(C)-(D)

A **party** to a proceeding before an agency involving a license, permit, or other entitlement for use **shall disclose on the record of the proceeding** any contribution in an amount of more than two hundred fifty dollars (\$250) made within the preceding 12 months by the party or the party's agent.

A **party, or agent to a party**, to a proceeding involving a license, permit, or other entitlement for use pending before any agency or a participant, or agent to a participant, in the proceeding **shall not make a contribution** of more than two hundred fifty dollars (\$250) to any officer of that agency during the proceeding and for 12 months following the date a final decision is rendered by the agency in the proceeding.

(Gov. Code, § 84308, emphasis added.)

Attachment D

CALIFORNIA AIR RESOURCES BOARD REGULATION COMPLIANCE

Please indicate whether the Contractor is subject to, and/or in compliance with, the following regulations of the California Air Resources Board.

In-Use Off-Road Diesel-Fueled Fleets Regulation

- 1) Will vehicles subject to Cal. Code Regs., tit. 13, §§ 2449 et seq. be used for the project? This includes, but is not limited to:
 - a) Vehicles with a diesel-fueled or alternative diesel fueled off-road compression-ignition engine with maximum power (max hp) of 25 horsepower (hp) or greater provided that the vehicle cannot be registered and driven safely on-road or was not designed to be driven on-road, even if it has been modified so that it can be driven safely on-road
 - b) Workover rigs
 - c) Certain two-engine vehicles

Yes ____ No ____

- 2) If you answered "Yes" to 1), you **must** submit with your proposal a valid Certificate of Reported Compliance to the City as provided in Cal. Code Regs., tit. 13, § 2449(n).

Advanced Clean Fleets Regulation

Pursuant to Cal. Code Regs., tit. 13, § 2013(i)(1), the Contractor shall submit to the City a document evidencing that it is listed on the CARB Advanced Clean Fleets webpage as a compliant fleet **OR** a signed statement stating that it is not subject to the High Priority and Federal Fleets regulation of title 13, CCR section 2015 through 2015.6.

The High Priority Fleets regulation applies to, without limitation, entities with more than \$50 million in gross annual revenues and/or which own, operate, or direct the operation of 50 or more vehicles in the total fleet.

- 1) Is the Contractor subject to the High Priority and Federal Fleets regulation of title 13, CCR section 2015 through 2015.6? Answering "No" constitutes a statement of exemption as required in Tab G.

Yes ____ No ____

- 2) If you answered "Yes" to 1), you **must** submit with your proposal a document evidencing that you are listed on the CARB Advanced Clean Fleets webpage as a compliant fleet.

Signature _____ Title _____

Attachment E

CONTRACTOR LICENSES

List the licenses held by your company and/or employees. The following representations are made under penalty of perjury:

CA State Lic No.	Name on License	Class/Type	Expiration Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Do you have a City of Roseville Business License? Yes____ No____

License # _____

***For Public Works Projects (SB854):** Contractors must register with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5. The Contractor shall provide proof of current registration with the Department of Industrial Relations for both itself and all listed subcontractors with their proposal. Contractors may register at: <http://www.dir.ca.gov/public-works/publicworks.html>

DIR contractor registration number and expiration date:

* _____

Attachment F

SUBCONTRACTOR LIST

If subcontractors will not be used, proposer must write "NONE". For construction contracts, in accordance with the Public Contract Code, Part 1, Chapter 4, Subletting and Subcontracting, Contractors must list the name and business address of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the prime contractor's total bid, or in the case of bids or offers for the construction of streets and highways, including bridges, in excess of one-half of one percent (0.5%) of the prime contractor's total bid or ten thousand dollars (\$10,000) whichever is greater.

Company Name _____
Principal _____
Address _____
City _____
Phone _____
Job capacity _____
Percentage of total work _____
Licenses and numbers _____
DIR Contractor Registration Number & Expiration Date _____

Company Name _____
Principal _____
Address _____
City _____
Phone _____
Job capacity _____
Percentage of total work _____
Licenses and numbers _____
DIR Contractor Registration Number & Expiration Date _____

Company Name _____
Principal _____
Address _____
City _____
Phone _____
Job capacity _____
Percentage of total work _____
Licenses and numbers _____
DIR Contractor Registration Number & Expiration Date _____

Company Name _____
Principal _____
Address _____
City _____
Phone _____
Job capacity _____
Percentage of total work _____
Licenses and numbers _____
DIR Contractor Registration Number & Expiration Date _____

Company Name _____
Principal _____
Address _____
City _____
Phone _____
Job capacity _____
Percentage of total work _____
Licenses and numbers _____
DIR Contractor Registration Number & Expiration Date _____

Attachment G

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)

Attachment H
COST PROPOSAL

Standard hourly rate (straight time)	\$ _____
Overtime hourly rate (overtime)	\$ _____
Emergency response hourly rate	\$ _____
Mileage/Travel/Fuel charge (if applicable):	\$ _____
Minimum charge (if applicable)	\$ _____
Time and material rate per hour (for general construction)	\$ _____
Subcontractor Mark-up (if applicable)	% _____
Response time (standard)	_____ hrs
Response time (emergency)	_____ hrs
Number of qualified local contractors:	_____

Materials or rentals provided by the Contractor shall be billed on a “cost plus” basis. Indicate your percentage markup of the actual cost of materials. Note: Percentage markup shall include any travel time needed for pickup and delivery of materials.

Materials Mark-up: % _____

Are the above hourly rates calculated from the time your staff leave your premises or upon arrival at the job site? Please explain.

PROVIDE DETAILED SAMPLE INVOICE

To better evaluate your firm’s proposal and capabilities, please furnish a sample invoice per the following example:

Provide a sample invoice for a hypothetical \$5,500.00 project, which includes a breakdown of labor hours and labor rate, material cost plus mark-up and any mileage/travel/fuel charges.

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:

SURETY:

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

PRINT TITLE: _____

PRINT TITLE: _____

AND

MAILING ADDRESS:

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

*(Notarization by Surety and copy of
Power of Attorney required.)*

APPROVED AS TO FORM:

BY: _____
City Attorney

Bond No. _____
Premium \$ _____

**PUBLIC WORKS
LABOR AND MATERIALS PAYMENT BOND**

(Project: _____)

WHEREAS, the City of Roseville ("CITY"), has awarded a bid and contract to _____ as contractor ("PRINCIPAL"), for the public work described as _____ (the "WORK"). The contract ("AGREEMENT"), for the public work described above, and all of its terms and conditions are incorporated by reference and made a part hereof; and

WHEREAS, the PRINCIPAL is required to furnish a bond in connection with the AGREEMENT guaranteeing payment of persons who provide labor and material; and

NOW, THEREFORE, we the undersigned PRINCIPAL and _____, a _____, admitted and duly authorized to transact business under the laws of the State of California, as SURETY ("SURETY"), are held and firmly bound unto the CITY or its successors and assigns in the sum of _____ dollars (\$ _____) (which amount is not less than 100% of the AGREEMENT price) to be paid to the CITY or its successors and assigns; and for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns jointly and severally, firmly by these presents.

The condition of the obligation is such that if the PRINCIPAL, its subcontractors, heirs, executors, administrators, successors or assigns fails to pay any of the persons named in Section 8004 or 9100 of the Civil Code of the State of California, or the amounts due under the Unemployment Insurance Code of the State of California, or any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the PRINCIPAL and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed by any such claimant, that the SURETY will pay for the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon the bond, shall pay reasonable attorneys' fees, to be fixed by the Court.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file a Stop Payment Notice pursuant to the provisions of Section 9350 et seq. of the Civil Code of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

No prepayment or delay in payments, and no change, extension, addition or alteration of any provision of the AGREEMENT or in the specifications agreed to between the PRINCIPAL and the CITY, or any forbearance on the part of the CITY shall operate to relieve the SURETY. The SURETY hereby waives the provisions of Section 2819 of the California Civil Code. The SURETY waives all rights of subrogation against the CITY or any person employed by the CITY. If the contract price increases by the issuance of change orders, the amount specified in this bond shall increase by the same amount.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

IN WITNESS WHEREOF, this instrument has been duly executed by the PRINCIPAL and SURETY above-named, on the _____ day of _____, 20__.

PRINCIPAL:

SURETY:

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

PRINT TITLE: _____

PRINT TITLE: _____

AND

MAILING ADDRESS:

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

*(Notarization by Surety and copy of
Power of Attorney required.)*

APPROVED AS TO FORM:

BY: _____
City Attorney

Attachment J
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.

SEC. 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.

SEC. 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.

SEALED PROPOSAL



**IMPORTANT
NOTICE TO
PROPOSER**

- The envelope containing your proposal **MUST** have:
1. Your name and address in the **UPPER** left corner.
 2. This label on the **LOWER** left corner.

RFP NAME

PROPOSAL DUE DATE

PROPOSAL DUE TIME

_____ A.M. _____ P.M.
PROPOSAL FOR

**TIME SENSITIVE. DELIVER TO
CITY CLERK IMMEDIATELY.**



COUNCIL COMMUNICATION

CC #: 3580
File #: 0203-02

Title: Fleet Sole Source Truck Purchases and Vehicle Parts and Services – Purchase Order and Contract Purchase Agreement
Contact: Lea Schroeder 916-774-5503 lschroeder@roseville.ca.us

Meeting Date: 10/16/2024
Item #: 7.7.

RECOMMENDATION TO COUNCIL

Altec - Purchase Order

Staff recommends the City Council approve a sole source purchase order to Altec Industries, Inc. for one (1) Altec AN55-E88 articulating non-over center aerial device and two (2) Altec AT41P articulating telescopic aerial devices utilizing Sourcewell contract #110421-ALT pricing as a replacement for Fleet ID 12-352, 15-350 and 15-351 approved in the FY2024-25 Electric Fund budget. The total cost, including options and sales tax, is \$1,339,269.

LEHR – Placer County Contract

Staff recommends that the City Council adopt a resolution to approve a contract purchase agreement #3004197 with LEHR Upfitters OpCo LLC dba LEHR to provide public safety vehicle parts and services to up-fit vehicles utilizing Placer County's contract #SCN107418 for one year October 1, 2024 to September 30, 2025, and authorize the City Manager to execute the agreement.

BACKGROUND

Altec - Purchase Order

Sourcewell is a public agency that offers competitively solicited purchasing contracts for products and equipment to all government, education, and non-profit agencies across the U.S. The City will use Sourcewell pricing to purchase one (1) Altec AN55-E88 and two (2) AT41P aerial devices.

Altec Industries, Inc. is the sole manufacturer and distributor of Altec products. The City currently owns and operates more than twenty Altec vehicles. Fleet services have standardized on this brand due to price, factory training, and equipment needs of municipalities.

The Electric Construction and Maintenance division is purchasing one (1) Altec AN55-E88 articulating non-over center aerial device to replace Fleet ID 12-352. A sole source is necessary because the custom body and cabinets, lower boom lifting eye, GatorHyde spray on liner for safety, platform liner, primary and auxiliary outriggers and pads are open market items not included

in the Sourcewell contract. This truck plays a crucial role in ensuring the safe and efficient operation of the City’s electrical distribution and transmission systems. It is essential for day-to-day construction and maintenance tasks, enabling crews to respond promptly to emergency situations. Additionally, the truck is invaluable during mutual aid efforts. With its ability to reach extreme heights, it allows workers to safely operate above energized circuits, minimizing service disruptions and enhancing the reliability of the City’s power grid

The Public Works Traffic Signals division is purchasing two (2) Altec AT41P articulating telescopic aerial devices to replace Fleet ID 15-350 and 15-351. A sole source is necessary because the custom bodies and cabinets, additional platform step, outriggers, hitch, in cab console, public safety lighting when working in the field, and GatorHyde spray on liner for safety are open market items not included in the Sourcewell contract. The traffic signals maintenance technicians use this truck to perform daily routines, including system maintenance, construction inspection and management, traffic control setup, and equipment transfers. In addition, aerial lift operations include maintenance of the traffic signal displays, signs, vehicle detection systems, and safety lighting duties.

LEHR – Placer County Contract

The Public Works Fleet Services Division purchases vehicles that require up-fitting before being placed into service. Upfitting a vehicle is the process of installing additional features and accessories on a factory vehicle to assist in the City department’s day-to-day operations. The supplies needed for each vehicle can include items like light bars, strobe lights, sirens, push bumpers, gun locks, flashing lights, decals, partitions, center consoles, computer stands, cameras, wiring, and mounting brackets.

The Placer County contract #SCN107418 for public safety vehicle parts and services was competitively bid in 2024 with a one-year contract awarded to LEHR.

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

Vehicle ID	Replacement Score	Vehicle Condition
12-352	25	Meets City replacement criteria
15-350	25	Meets City replacement criteria
15-351	26	Meets City replacement criteria

FISCAL IMPACT

The total cost for one (1) Altec AN55-E88 and two (2) Altec AT41P aerial devices, including options and sales tax, is \$1,339,269. Funding is included in the FY2024-25 Electric Fund budget. The total cost for public safety parts and services included in the contract renewal for this year will not exceed \$1,800,000. Funding is included in the Fleet Replacement Fund budget for FY2024-25 and will be recommended in FY2025-26 pending approval of future budgets, for the contract period October 1, 2024 to September 30, 2025.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Lea Schroeder, Management Analyst

Jason Shykowski, Public Works Director

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, likely belonging to Dominick Casey.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-349

Contract Purchase Agreement

RESOLUTION NO. 24-349

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND LEHR UPLIFTERS OPCO LLC DBA LEHR AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, contract purchase agreement (3004197) to provide emergency response vehicle equipment and installation services on an as-needed basis, by and between the City of Roseville and LEHR Uplifters OpCo LLC dba LEHR, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said contract purchase agreement 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 _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



Contract Purchase Agreement 3004197

Supplier Details:

Company LEHR Upfitters OpCo LLC dba LEHR
Contact Steve Adair
Address 631 North Market Blvd

Sacramento, CA 95834

Submit your response to:

Company City of Roseville
Contact Tiffany Valdez
Address Purchasing Division
311 Vernon St
Roseville, CA 95678
Phone (916) 746-1109
Fax (916) 746-1115
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 signed copies of the agreement to the Buyer noted on the agreement. Alterations or modifications to the agreement are not allowed. Upon receipt of all necessary documents, the City will sign the agreement and return a fully executed copy to you. Receipt of the signed copy will be your notice to proceed with the work in accordance with the terms and conditions of the agreement. Work must not begin until the contract has been fully executed.

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

Sole proprietorship - **By owner**

Partnership - **Any general partner**

Corporation - **Two options:**

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

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

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

Insurance requirements:

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



Contract Purchase Agreement 3004197

Agreement	3004197
Agreement Date	20-SEP-2024
Revision	0
Agreement Amount	1,800,000.00 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 **LEHR Upfitters OpCo LLC dba LEHR**
 631 North Market Blvd

Sacramento, CA 95834

Phone: (916) 242-7461
Fax: ()
Email: steve@lehrauto.com

Description of Labor, equipment and/or materials: VENDOR SHALL PROVIDE EMERGENCY RESPONSE VEHICLE EQUIPMENT AND INSTALLATION SERVICES ON AN AS-NEEDED BASIS FOR THE CITY OF ROSEVILLE'S FLEET SERVICES DIVISION UTILIZING PLACER COUNTY CONTRACT #SCN107418. ALL WORK MUST BE QUOTED AND APPROVED IN ADVANCE BY AN AUTHORIZED MEMBER OF THE FLEET SERVICES DIVISION.

PLEASE CONTACT PETER BREVIK AT 916-746-1754 OR BY EMAIL AT PBREVIK@ROSEVILLE.CA.US FOR QUESTIONS REGARDING THIS AGREEMENT.

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

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	10020	Net 30	Freight on Board at the destination	Destination	Best Method
Start Date	End Date	Confirm To			
17-Oct-2024	30-Sep-2025	Tiffany Valdez Phone 1-916-746-1109			

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>. In compliance with Labor Code Section 1773.2, as may be amended from time to time, Contractor shall cause a copy of this website to be posted at each jobsite, as applicable.
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 thirty (30) 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. Vehicles with a gross vehicle weight rating (GVWR) greater than 8,500 lbs. and light-duty package delivery vehicles operated in California may be subject to the California Air Resources Board (CARB) Advanced Clean Fleets regulations. Such vehicles may therefore be subject to requirements to reduce emissions and air pollutants. For more information, visit the CARB Advanced Clean Fleet webpage at <https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets>.
20. Contractor/consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications, if any, shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.

21. 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.
22. 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.
23. The Levine Act (Govt. Code, Section 84308) requires a Party (and its agent(s), if any) to a Proceeding before the City of Roseville that involves any action or consideration related to their contract, license, permit, or other entitlement for use, to disclose any campaign contributions made to City elected or appointed officers totaling more than \$250 within the twelve (12) months prior to the City decision and while a proceeding is pending, and includes certain prohibitions on contribution activity thereafter. If applicable campaign contributions have been made by Contractor and/or its agent(s), Contractor is responsible for compliance, including for its disclosure obligations, if any, as further described at: https://www.roseville.ca.us/government/departments/city_clerk/transparency/levine_act.
24. 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.
25. 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.

None

Roseville Business License No. _____

None

Contractor License No. _____

None

DIR Registration No. _____

Check mark the applicable company type below:

_____ Corporation

☒ Limited Liability Company

_____ Partnership

_____**Sole Proprietor**

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

General T&C

REV 3/21/24 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
Cyber Liability:
\$1 Million/occurrence

Hazardous Materials: _____

Pollution Liability:
\$1 Million/occurrence

Special Events/Caterers-Vendors: _____

No auto required
No workers' comp required

Professional Counseling/ Psychological: _____

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

Pyrotechnics: _____

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

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.

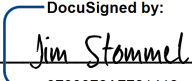
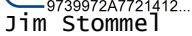
How It Works

- 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:  _____
Title: President _____
Date: 9/24/2024 _____

Supplier

Signature: _____
Print Name: _____
Title: _____
Date: _____

City of Roseville, A Municipal Corporation

Signature: _____
Print Name: Dominick Casey
Title: City Manager
Date: _____



COUNCIL COMMUNICATION

CC #: 3574
File #: 0203-21

Title: 316 Vernon Data Center Heating, Ventilation, and Air Conditioning Replacement Project (RFQ 10-3388) - Reject All Bids
Contact: Tiffany Valdez 916-746-1109 tvaldez@roseville.ca.us

Meeting Date: 10/16/2024
Item #: 7.8.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to reject all bids received for Request for Quotes (RFQ) 10-3388 for the materials and labor to replace the existing Data Center Heating, Ventilation, and Air Conditioning (HVAC) located at 316 Vernon Street.

BACKGROUND

RFQ 10-3388 was issued in August 2024 for the materials and labor to replace the existing Data Center HVAC located at 316 Vernon Street. During staff review, it was determined that the bid specifications for HVAC equipment would not meet new California Senate Bill (SB) 1206 environmental legislative requirements.

California's State legislature adopted SB 1206 in September 2022. SB 1206 prohibits a person from offering for sale or distribution, or otherwise entering into commerce in the state, bulk hydrofluorocarbons or bulk blends containing hydrofluorocarbons (HFCs) that exceed a specified global warming potential limit beginning January 1, 2025. HFCs are greenhouse gases with potent climate impacts used primarily in the cooling sector for refrigeration, air conditioning and heat pumps, as well as in foams and aerosols. As a result, staff plans to issue a new RFQ with updated specifications when the new equipment and refrigerant becomes available in January 2025.

FISCAL IMPACT

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

ENVIRONMENTAL REVIEW

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

§15060(c)(3) and §15378. The rejection of bids meets the above criteria and 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 F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Tiffany Valdez, Buyer

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-344

RESOLUTION NO. 24-344

REJECTING ALL BIDS FOR THE 316 VERNON DATA CENTER HEATING,
VENTILATION, AND AIR CONDITIONING REPLACEMENT PROJECT

WHEREAS, the City of Roseville requested bids for the 316 Vernon Data Center Heating, Ventilation, and Air Conditioning (HVAC) Replacement Project; and

WHEREAS, during staff review, it was determined that the bid specifications for HVAC equipment would not meet new California Senate Bill (SB) 1206 environmental legislative requirements; and

WHEREAS, staff plans to issue a new Request for Quotes with updated specifications when the new equipment and refrigerant becomes available in January 2025.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that all bids received for the 316 Vernon Data Center HVAC Replacement Project are hereby rejected per staff recommendation.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 3590

File #: 0709

Title: WB-32 The Riviera at Roseville West - Affordable Rental Housing Agreement

Contact: Suzanne Acrell 916-774-5469 sacrell@roseville.ca.us

Meeting Date: 10/16/2024

Item #: 7.9.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve an Affordable Rental Housing Agreement for an affordable housing project between the City of Roseville and Roseville Senior Affordable 2 LP, for The Riviera at Roseville West affordable housing project in the Sierra Vista Specific Plan, and authorize the City Manager to execute the agreement.

BACKGROUND

On April 21, 2021, City Council adopted a resolution to establish the Objective Design Standards (ODS) to streamline the construction of qualified affordable housing projects. The ODS were adopted in order to comply with state housing legislation. Qualified projects that comply with the ODS are subject to a non-discretionary ministerial permit process and can bypass the standard design review process as well as the public notification and hearing process and proceed directly to engineering and building permit review. A qualifying project is a housing development project where no less than 20% of the units are affordable to lower-income households.

On January 23, 2024, the City ministerially approved an affordable housing project located at 4201 Santucci Blvd. in the Sierra Vista Specific Plan, using the ODS process. The conditions of approval for Sierra Vista SP Parcel WB-32 require one hundred ninety-two (192) units, with one hundred ninety (190) affordable units for households qualifying as low-income households (80% of Area Median Income). The Riviera at Roseville West affordable housing project will include 190 units for low-income senior households and 2 manager units.

The purpose of this Affordable Rental Housing Agreement is to regulate and restrict the occupancy, rents, operation, and management of the project for the benefit of the occupants. These affordable units will serve seniors that earn 80% of the area median income or less. Some of the future occupants may already be members of the local community and/or workforce. The recommended agreement before Council will continue to support the City's General Plan in meeting the City's affordable housing goals as well as the State of California Regional Housing Needs Assessment.

FISCAL IMPACT

No General Fund resources will be used for the implementation of the Affordable Rental Housing Agreement for The Riviera at Roseville West affordable rental housing project.

ENVIRONMENTAL REVIEW

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

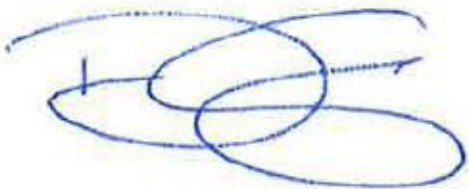
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community

Respectfully Submitted,

Suzanne Acrell, Housing Analyst

Melissa Anguiano, Economic Development Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-354

WB-32 Affordable Rental Housing Agreement

RESOLUTION NO. 24-354

APPROVING AN AFFORDABLE RENTAL HOUSING AGREEMENT, BY AND BETWEEN
THE CITY OF ROSEVILLE AND ROSEVILLE SENIOR AFFORDABLE 2 LP, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT
ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Affordable Rental Housing Agreement regarding the real property located at 4201 Santucci Boulevard in the Sierra Vista Specific Plan, Roseville, CA (The Riviera at Roseville West), by and between the City of Roseville and Roseville Senior Affordable 2 LP, has been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to record the Affordable Rental Housing Agreement at the Placer County Recorder's Office on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

NO FEE DOCUMENT

PER GOVT. C. §27383

RECORDING REQUESTED BY

AND WHEN RECORDED, MAIL TO:

City of Roseville
CITY Clerk
311 Vernon Street
Roseville, CA 95678

AFFORDABLE RENTAL HOUSING AGREEMENT

(Project: The Riviera at Roseville West)

This Affordable Rental Housing Agreement (“AGREEMENT”) is made this _____ day of _____, 2024 (“Effective Date”), by and between the City of Roseville, a municipal corporation (“CITY”), and Roseville Senior Affordable 2 LP, a California limited partnership (“OWNER/DEVELOPER”).

RECITALS

A. On August 18, 2021, CITY approved the updated Housing Element of the General Plan which applies ten percent (10%) affordability requirement to all new specific plan areas or properties for which zoning is amended to change residential density.

B. The OWNER/DEVELOPER is receiving the benefit of land entitlements either through the Specific Plan and Development Agreement process or by amendment of the zoning of the property to change residential density.

C. On January 23, 2024 CITY ministerially approved the qualified affordable housing project using the Objective Design Standards process (PL22-0395) (the “Project”).

D. The conditions of approval of the Project require OWNER/DEVELOPER to enter into an affordable housing rental agreement to the satisfaction of City Attorney of CITY, implementing the affordable housing obligations of OWNER/DEVELOPER.

E. OWNER/DEVELOPER and CITY enter into this AGREEMENT in order to implement OWNER/DEVELOPER’S affordable housing obligations.

F. OWNER/DEVELOPER has secured the possession of real property located at 4201 Santucci Blvd., Roseville, California, 95747, also referred to as Parcel WB32 of the Sierra Vista Specific Plan (as more particularly described in **Exhibit A** (the “Property”). OWNER/DEVELOPER proposes to develop and construct a three hundred fifty-three (192) unit multi-family rental housing apartment project (the “Project”)

on the Property, with occupancy restricted to SENIOR CITIZENS (other than units reserved for managers of the Property), that shall be rented at rents that are affordable to Low income households (the "Regulated Units"). The Project is intended to serve as a community resource by providing decent, safe, and sanitary housing for households which would otherwise be unable to afford such housing. Development of the property is governed by the Sierra Vista Specific Plan.

G. On October 2, 2024, by Resolution Numbers 24-341 and 24-342 of the Roseville CITY Council, the CITY agreed to accept a promissory note from OWNER/DEVELOPER pursuant to CITY Municipal Code Section 4.04.040, which note is secured by a deed of trust on the Property in order for the developer to pay a portion of actual final building fees related to the construction of the Project.

H. The purpose of this AGREEMENT is to regulate and restrict the occupancy, rents, operation, ownership, and management of the Project for the benefit of Project occupants and the people of the City of Roseville. The covenants in this AGREEMENT are intended to run with the land and be binding on OWNER/DEVELOPER and OWNER/DEVELOPER's successors in interest for the full term of this AGREEMENT.

NOW, THEREFORE, OWNER/DEVELOPER and the CITY hereby agree as follows:

DEFINITIONS

The following terms have the meanings set forth in herein wherever used in this AGREEMENT or attached exhibits.

1. **"CITY"** means the City of Roseville, a municipal corporation.
2. **"AREA MEDIAN INCOME"** (referred to herein as "AMI") means the median income for Placer County, which includes the City of Roseville, with adjustments for household size, as published annually by the State of California Housing and Community Development ("HCD"). If HCD should cease making such determination, the City may designate another method of calculation of area median income used by any federal or state agency and applicable to the City of Roseville.
3. **"OWNER/DEVELOPER"** means and Roseville Senior Affordable 2 LP, a California limited partnership, together with its permitted successors and assigns.
4. **"PROJECT"** means the development, construction, and operation of a residential, multi-family rental apartment project on the Property, with occupancy restricted to SENIOR CITIZENS and managers, as provided herein), to be rented at

rents that are affordable to low income households. As used herein, Low-income households means households with income not more than eighty percent (80%) of AMI.

5. **“PROPERTY”** means the real property located at 3380 Pleasant Grove Blvd., Roseville, California, 95747 identified and described in **Exhibit A**, attached hereto and incorporated into this AGREEMENT by this reference, and any buildings or improvements now or hereafter situated on such real property.

6. **“PURCHASER”** has the meaning given such term in Section 51 hereof.

7. **“QUALIFYING HOUSEHOLD”** means a household in which household income does not exceed the eighty percent (80%) of AMI for the applicable housing unit by the terms of this AGREEMENT.

8. **“QUALIFYING RENT”** means the maximum monthly rent allowed under **Exhibit B**, adjusted for family size (1.5 persons per bedroom), including a reasonable allowance for tenant-paid utilities (also known as Utility Allowance). For the purposes of this definition, rent shall include, in addition to amounts charged for occupancy of a dwelling unit, any amounts charged for water, sewer, refuse service, use of common areas, amenities (e.g., pool). For avoidance of doubt, the Qualifying Rent shall be not more than (but need be not less than) thirty percent (30%) of eighty percent (80%) of AMI as adjusted for family size.

9. **“REGULATED UNITS”** means not less than one hundred ninety (190) rental dwelling units of the one hundred ninety-two (192) rental dwelling units on the Property constructed for the Project, with occupancy restricted to SENIOR CITIZENS, that shall be rented at rents that are affordable to Low income households and having the following composition: one hundred forty-four (144) one (1) bedroom units and forty-six (46) two (2) bedroom units.

10. **“SECURITY INSTRUMENT”** means a mortgage, deed of trust, or other similar security instrument.

11. **“SENIOR CITIZEN”** means at least one member of the household has attained the age of fifty-five (55) years (if applicable).

12. **“SENIOR LENDER”** means the beneficiary, mortgagee, or similar party to a Security Instrument encumbering the Property, provided that such Security Instrument is not subordinate to any other Security Instrument encumbering the Property. For the avoidance of doubt, in no event shall CITY be deemed to be a Senior Lender.

OWNER/DEVELOPER'S OBLIGATIONS

13. **TERM OF AGREEMENT.** This AGREEMENT shall commence upon the Effective Date and shall remain in full force and effect for thirty-five (35) years after the date OWNER/DEVELOPER obtains a Certificate of Occupancy from CITY for the Project or, in the event the Project has multiple buildings or structures, a Certificate of Occupancy for the last habitable building or structure for the Project. The obligations in this AGREEMENT shall remain effective and fully binding on OWNER/DEVELOPER for this full term regardless of any expiration of the term of any loan, any payment, or prepayment of any loan, any assignment of a note, any reconveyance of a deed of trust, or any sale, assignment, transfer, or conveyance of the Property (other than certain transfers by foreclosure, deed in lieu of foreclosure, exercise of the power of sale or other similar transfer), unless terminated earlier by the CITY in a recorded writing.

14. **LEGAL INTEREST IN PROJECT.** OWNER/DEVELOPER represents that it has legal interest in the Subject Property and that all other persons holding legal or equitable interests in the Subject Property have signed an "Acknowledgement and Consent Certificate", in a form approved by the City Attorney of the CITY, acknowledging and consenting to the terms of this AGREEMENT. All persons holding any legal or equitable interest in the Subject Property shall be bound by this AGREEMENT.

PROJECT OCCUPANCY AND RENTS

15. **OCCUPANCY OF PROJECT.** OWNER/DEVELOPER shall limit, for the full term of this AGREEMENT identified in paragraph 10, above, the rental of Regulated Units to Qualifying Households according to the schedule contained in **Exhibit B** herein, which is hereby incorporated by reference into this AGREEMENT. The income levels and other qualifications of applicants shall be certified prior to initial occupancy in conformance with the Final Management Plan identified in paragraph 19.C, below, and the City of Roseville's rules governing income certification, as these rules may be amended from time to time by California law or as required in order to comply with California law. Specifically, OWNER/DEVELOPER covenants and agrees that for the full term of this Agreement it shall reserve for occupancy: one hundred and forty-four (144) one-bedroom and forty-six (46) two-bedroom Regulated Units for households whose income does not exceed eighty percent (80%) of AMI, and two (2) units for use by on-site Project management staff. The developer intends for the Project to qualify for the Welfare Exemption. Following initial occupancy, the CITY will not provide any monitoring, but OWNER/DEVELOPER agrees that any Qualifying Household whose income level increases shall continue to be considered a Qualifying Household and may continue to occupy a Regulated Unit to the extent allowed in order for the Project to continue to qualify for the welfare exemption under Revenue and Taxation Code section 214 until their income exceeds one hundred twelve percent (112%) of AMI.

The Project shall be owned, managed and operated as a single, multi-family residential rental project, with occupancy restricted to SENIOR CITIZENS, which may

be comprised of several buildings and structures, each consisting of more than one residential dwelling unit, together with facilities functionally related and subordinate thereto, in accordance with the applicable provisions of the Internal Revenue Code and applicable California law, as the same may be amended from time to time. All of the residential dwelling units in the Project will be similarly constructed and shall contain separate and complete facilities for living, sleeping, eating, cooking, and sanitation for a single person or family, including sleeping area, bathing and sanitation facilities, and cooking facilities equipped with a cooking range, refrigerator, and sink. None of the residential dwelling units shall be utilized, at any time, on a transient basis. Neither the Project, nor any portion thereof, shall ever be used as a hotel, dormitory, fraternity house, sorority house, rooming house, hospital, nursing home, sanitarium, rest home, or trailer park or court.

16. **PROJECT RENTS.** Rents for Regulated Units shall be limited to Qualifying Rents as defined above. The initial Qualifying Rents are set forth in **Exhibit B** as the same may be revised from time to time in accordance with this AGREEMENT and applicable federal or state laws and regulations. Nothing in this AGREEMENT shall prevent OWNER/DEVELOPER from charging lower rents.

17. **RENTAL INCREASES FOR EXISTING TENANTS ON THE PROPERTY.** Irrespective of when income limits are published under Tax Credit Law, rents for Regulated Units may be adjusted no more frequently than: (a) twelve (12) months following the date of initial occupancy or (b) every twelve (12) months following the last permissible date of recorded rental adjustment. Rents for Regulated Units may be adjusted annually to coincide with the increases in the Annual Adjustment Factors (“AAFs”) as published by the United States Department of Housing and Urban Development (HUD) for the West Region.

In the event that HUD terminates publication of the AAFs, rents shall be adjusted annually to coincide with the State Department of Housing and Community Development (“HCD”) State Income Limits, using the limits established for Placer County, adjusted for household size, unit type and affordability, with rents being not more than thirty percent (30%) of eighty percent (80%) of AMI.

If OWNER/DEVELOPER does not agree with the adjustment factors provided herein, OWNER/DEVELOPER may, within fifteen (15) calendar days of notification by the CITY’s Economic Development Director or successor (“the EDD”) of that year’s adjustment, present to the EDD information on which it wishes to base its annual rent adjustment. The EDD will review this information and decide on which adjustment factor OWNER/DEVELOPER shall base its annual rent increase. The decision of the EDD shall be final.

18. **CONDOMINIUM CONVERSION PROHIBITED.** OWNER/DEVELOPER shall not convert Project units, including Regulated Units and/or any unregulated units, to condominium or cooperative ownership or sell condominium or cooperative conversion rights to the Project units.

19. **NONDISCRIMINATION.**

A. OWNER/DEVELOPER herein covenants by and for itself, its subcontractors, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, nor denial of the benefits of this AGREEMENT to, any person or group of persons, on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, sex, gender or self-identified gender, gender expression, sexual orientation, marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), genetic information, military or veteran status, familial status, source of income, or political affiliation or belief, nor any unlawful discrimination against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, sex, gender or self-identified gender, gender expression, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave, genetic information, military or veteran status, familial status, source of income, or political affiliation or belief. OWNER/DEVELOPER shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, OWNER/DEVELOPER shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, Section 10000, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this AGREEMENT subcontracts to OWNER/DEVELOPER services or works required of the CITY by the State of California pursuant to agreement between the CITY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a) through (f), set forth in Subchapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are expressly incorporated into this Regulatory Agreement by reference and made a part hereof as if set forth in full, and OWNER/DEVELOPER and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

B. The provisions of paragraph (A) shall further apply to the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the Project, and OWNER/DEVELOPER and any person claiming under or through the OWNER/DEVELOPER, shall not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the Project.

C. OWNER/DEVELOPER shall include the provisions contained in this section in all contracts and subcontracts related to the Project.

20. **MANAGEMENT RESPONSIBILITIES.** OWNER/DEVELOPER is specifically responsible, subject to its obligations herein, for all management functions with respect to the Property, including, without limitation, the selection of tenants, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The CITY shall have no responsibility over management of the Property.

21. **MANAGEMENT ENTITY.** Any contracting of management services by OWNER/DEVELOPER shall not relieve OWNER/DEVELOPER of its primary responsibilities for proper performance of management duties.

22. **DRAFT AND FINAL MANAGEMENT PLANS.**

A. **DRAFT MANAGEMENT PLAN.** OWNER/DEVELOPER shall prepare and submit to CITY a Draft Management Plan for CITY's review. The Draft Management Plan shall be submitted to CITY at least one hundred eighty (180) calendar days prior to the anticipated date for completion of construction of the Project. The Draft Management Plan shall contain, but is not limited to, specific statement as to (1) the identity, experience and duties regarding operation of the Project of any non-profit, public benefit corporation who is a partner of OWNER/DEVELOPER; (2) marketing policies and strategies; (3) tenancy occupancy rules and regulations; (4) rental procedures and tenant income limitation; (5) eviction procedures; (6) operating policies and guidelines; (7) reserve account policies; (8) maintenance and capital improvement policies; and (9) shall provide as an exhibit thereto a sample form of lease agreement. Upon transfer of the Project of OWNER/DEVELOPER'S interest in the Project, the party to whom the Project is transferred shall, as a condition of such transfer, provide CITY with a copy of such party's Management Plan for the Project, which plan shall provide statements as called for herein (for the avoidance of doubt, the preceding requirement does not apply to a transfer to a Purchaser).

B. **CITY REVIEW OF DRAFT MANAGEMENT PLAN.** Upon submittal of the Draft Management Plan by OWNER/DEVELOPER to CITY the CITY shall review the Draft Management Plan and provide written comments to OWNER/DEVELOPER within ninety (90) calendar days or as soon thereafter as is practicable.

C. **FINAL MANAGEMENT PLAN.** Prior to issuance of any Certificate of Occupancy for the Project, OWNER/DEVELOPER shall submit a Final Management Plan to the CITY for its review no later than thirty (30) calendar days prior to the anticipated date for completion of construction of the Project.

23. **MANAGEMENT AGENT.** The Project shall at all times be managed by an experienced Management Agent, with demonstrated ability to operate residential facilities like the Project in a manner that will provide decent, safe, and sanitary housing. During the monitoring as described in Section 26, CITY will assess Management Agent's ability to operate the Project in a decent, safe, and sanitary manner. One factor

CITY will use to make its assessment will be a comparison of calls for police and fire services with other senior rental complexes in Roseville which offer similar services.

24. **DISMISSAL OF MANAGEMENT AGENT.** If CITY determines in its reasonable judgment that the Project is not being operated and managed in accordance with the terms of this Agreement, CITY shall deliver notice to OWNER/DEVELOPER of its desire to cause replacement of the Management Agent, including the reasons therefor. Within fifteen (15) days of receipt by OWNER/DEVELOPER of such written notice, CITY staff and OWNER/DEVELOPER shall meet in good faith to consider methods for improving the operating status of the Project, including, without limitation, replacement of the Management Agent, which will be in OWNER/DEVELOPER's discretion.

25. **MAINTENANCE AND SECURITY.** OWNER/DEVELOPER shall at its own cost and expense maintain the Property in good condition, in good repair, and in decent, safe, sanitary, habitable, and tenantable living condition for the benefit of Project occupants. OWNER/DEVELOPER shall not commit or permit any waste on or to the Property and shall prevent and/or rectify any physical deterioration of the Property. OWNER/DEVELOPER shall provide adequate ongoing security equipment and services for Project occupants. OWNER/DEVELOPER shall maintain the Property in conformance with all applicable state, federal, and local laws, ordinances, codes, and regulations, and the Management Plan; but OWNER/DEVELOPER's maintenance obligations shall not be limited only to the standards contained in these laws or the Management Plan.

In the event the OWNER/DEVELOPER fails to maintain the Property in accordance with the foregoing standards, and after at least ten (10) calendar days' prior written notice to OWNER/DEVELOPER and the Senior Lender(s) (which notice shall be sent to such address for the Senior Lender(s) as is provided to CITY by OWNER/DEVELOPER or the applicable Senior Lender(s)), the CITY or its agent may, but shall be under no obligation to, enter upon the Property, make such repairs or replacements as are deemed necessary in CITY's reasonable discretion (with the prior written consent of the Senior Lender(s)), and provide for payment thereof. Any amount advanced by CITY to make such repairs, together with the maximum legal interest rate thereon from the date of such shall become an additional obligation of OWNER/DEVELOPER to CITY shall be immediately due and payable to CITY.

26. **UNIT VACANCIES.** OWNER/DEVELOPER shall use commercially reasonable efforts to fill vacancies in Regulated Units as quickly as possible.

27. **INSPECTION AND RECORDS.** OWNER/DEVELOPER shall maintain records which clearly document OWNER/DEVELOPER's performance of its obligations to operate the Property and the Project under the terms of this AGREEMENT. OWNER/DEVELOPER shall submit any records to the CITY within ten (10) business days of CITY's request. OWNER/DEVELOPER shall permit CITY to enter and inspect the Property and the Project for compliance with obligations under this AGREEMENT

upon twenty-four (24) hours advance notice of such visit by CITY to OWNER/DEVELOPER or OWNER/DEVELOPER's management agent and to tenants of any inspected Project units, subject to the provisions of the lease regarding inspection and entry rights, which provisions must otherwise be consistent with state law.

28. **ANNUAL REPORT.** OWNER/DEVELOPER shall submit an annual report to CITY as required by California Health and Safety Code Section 33418, which shall include at a minimum for each Regulated Unit the rental rate and the income and household size of the occupants. The income information required under this report shall be supplied by the tenant in a certified statement on a form provided by CITY. CITY may request additional information be included in the annual report.

29. **MONITORING/NON-COMPLIANCE/CURE.** OWNER/DEVELOPER'S compliance with the provisions of this AGREEMENT shall be reviewed at least annually, and at such other times as CITY may require, upon thirty (30) days prior written notice from CITY. If, as a result of such review, CITY finds and determines in its reasonable discretion that OWNER/DEVELOPER has not complied in good faith with the terms and conditions of this AGREEMENT, CITY shall give written notice to OWNER/DEVELOPER of its findings and of the exact nature of OWNER/DEVELOPER'S non-compliance. OWNER/DEVELOPER shall be given a period of sixty (60) days after delivery of any such notice in which to cure, to the reasonable satisfaction of CITY, any non-compliance. In the event CITY fails to give OWNER/DEVELOPER notice of any non-compliance at or before the annual review, OWNER/DEVELOPER shall not be held responsible for any failure to comply with the terms and conditions of this AGREEMENT during the year covered by the annual review.

30. **CITY REMEDIES FOR BREACH.** If OWNER/DEVELOPER is unable or otherwise fails to cure any non-compliance within sixty (60) days after CITY delivers notice of non-compliance pursuant to Section 26, CITY may, in addition to any other remedy provided by law or equity, modify or terminate this AGREEMENT, seek liquidated damages in accordance with this AGREEMENT, or take any other action available to it under this AGREEMENT.

In particular, and without limitation by reason of enumeration, OWNER/DEVELOPER acknowledges and agrees that failure to cure any non-compliance under this AGREEMENT, whether by OWNER/DEVELOPER or any successor, shall, at the option of the CITY, constitute a breach and default under this AGREEMENT as to all other property within the Project.

In addition, and without limitation by reason of enumeration, OWNER/DEVELOPER acknowledges and agrees that CITY shall have the right to withhold issuance of all building permits within the Project until such breach is cured.

In the event of any breach/default or violation of any agreement, obligation, or warranty under this AGREEMENT, CITY shall give written notice to OWNER/DEVELOPER, with copies to the Senior Lender(s) and _____, specifying: (a) the nature of the breach or violation, (b) the action required to cure the breach or violation, and (c) a date, which shall not be less than thirty (30) calendar days from the date of the notice, by which such action to cure must be taken. If OWNER/DEVELOPER fails to cure the breach or violation within the time frame specified in the notice CITY additionally has the right, at its sole election, to:

A. Bring an action for equitable relief seeking the specific performance by OWNER/DEVELOPER of the terms and conditions of this AGREEMENT, and/or enjoining, abating, or preventing any violation of said terms and conditions, and/or seeking declaratory relief;

B. Intentionally deleted.

C. After notice provided for herein, make such repairs or replacements to the Property as are necessary and provide for payment thereof;

E. For violations of OWNER/DEVELOPER's obligations with respect to Project rents, impose as liquidated damages a charge upon OWNER/DEVELOPER in an amount equal to the actual amount OWNER/DEVELOPER has collected from any Qualifying Household in excess of the Qualifying Rent;

F. Pursue any other remedy allowed at law or in equity.

CITY's rights hereunder shall be in addition to, and not in lieu of, every other right or remedy provided for herein or now or hereafter existing at law or in equity by statute or otherwise, including, but not limited to injunctive relief, specific performance, and damages. The exercise or beginning of exercise by CITY of any one or more rights or remedies, provided herein or now or hereafter existing at law or in equity by statute or otherwise, shall not preclude the simultaneous or later exercise by CITY of any or all other rights or remedies provided for in this AGREEMENT or now or hereafter existing at law or in equity or by statute or otherwise. All such rights and remedies shall be considered cumulative and nonexclusive.

The parties agree that the sums and formulas designated herein as liquidated damages represent a reasonable approximation of the damages CITY is likely to suffer from violations of the respective terms. OWNER/DEVELOPER agrees to pay in full any accrued liquidated damages to CITY within ten (10) calendar days of a written demand by CITY for such payment.

31. FEES, TAXES, AND OTHER LEVIES. OWNER/DEVELOPER shall be responsible for payment of all fees, assessments, taxes, charges, and levies imposed

by any public authority or utility company with respect to the Property and the Project, and shall pay such charges prior to delinquency. However, OWNER/DEVELOPER shall not be required to pay any such charge so long as (a) the legality thereof is being contested in good faith and by appropriate proceedings, and (b) OWNER/DEVELOPER maintains reserves adequate to pay any contested liabilities.

32. **INSURANCE COVERAGE.** OWNER/DEVELOPER shall cause to have in full force and effect during the term of this AGREEMENT continuous insurance coverage as required by any lienholder.

33. **PROPERTY DAMAGE OR DESTRUCTION.** If any building or improvement erected by OWNER/DEVELOPER on the Property is damaged or destroyed, subject to the requirements of the Senior Lender(s) as set forth in the applicable Security Instrument(s) or other loan documents referenced therein, which shall govern in the event of any conflict with this Section 30, OWNER/DEVELOPER shall, at its own cost and expense, repair or restore the Property consistent with the original Plans and Specifications for the Project. Such work shall be commenced within one hundred twenty (120) calendar days after the damage or loss occurs and shall be completed within three hundred and sixty-five (365) calendar days thereafter or such longer period as may be reasonably required. Subject to the requirements of the Senior Lender(s) as set forth in the applicable Security Instrument(s) or other loan documents referenced therein, which shall govern in the event of any conflict with this Section 30, all insurance proceeds collected for such damage or destruction shall be applied to the cost of such repairs or restoration and, if insurance proceeds are insufficient for such purpose, OWNER/DEVELOPER shall make up the deficiency. For the avoidance of doubt, in the event of any conflict between this Section 30 and Section 22 hereof, this Section 30 shall govern.

GENERAL PROVISIONS

34. **SUBORDINATION.** Except as expressly set forth herein, this AGREEMENT shall be subordinated in priority to any third-party lender having a lien on the Property.

35. **TRANSFER AND ENCUMBRANCE OF PROPERTY.** During the term of this AGREEMENT, OWNER/DEVELOPER shall not make or permit any sale, agreement to sell, assignment, conveyance, lease (other than (i) the rental of Project units to eligible residential tenant occupants, (ii) the granting of any mortgage, deed of trust or similar security instrument, and (iii) the transfer to a Purchaser) or transfer of the Property or any part thereof, including the sale of any general or limited partnership interests in OWNER/DEVELOPER, the removal of any general partner, or any substantial change in operational or management control over the Property (collectively referred to as "Transfers"), without the prior written consent of CITY.

CITY shall give its consent to a Transfer provided that it determines all of the following conditions are met: (a) OWNER/DEVELOPER is in compliance with this

AGREEMENT in all material respects or the Transfer will cure existing violations of this AGREEMENT; (b) the transferee agrees to assume all obligations of OWNER/DEVELOPER imposed by this AGREEMENT; (c) the transferee demonstrates to CITY's satisfaction that it is capable of owning and/or operating the Property and the Project in full compliance with this AGREEMENT; (d) the terms of the Transfer shall not jeopardize the CITY's security interest in the Property and is otherwise in full compliance with all legal standards, including eligibility requirements and other conditions imposed by funding sources for the Project; and (e) the Transfer has been approved by CITY's governing body, if such approval is required.

36. NONLIABILITY OF OFFICIALS, EMPLOYEES, AND AGENTS. No member, official, director, employee, agent, or independent contractor of CITY shall be personally liable to OWNER/DEVELOPER or third party beneficiaries for any obligation created under the terms of this AGREEMENT.

37. INDEMNITY AND WAIVER. Notwithstanding the insurance coverage required herein, OWNER/DEVELOPER shall indemnify and hold CITY, its members, officials, directors, employees, agents, and independent contractors (collectively "Indemnitees"), harmless against any losses, damages, liabilities, claims, demands, judgments, actions, court costs, and legal or other expenses (including attorney's fees) which Indemnitees may incur as a result of (1) OWNER/DEVELOPER's failure to perform any obligations as and when required by this AGREEMENT; (2) any failure of OWNER/DEVELOPER's representations or warranties to be true and complete in any material respect; or (3) any act or omission by OWNER/DEVELOPER or any contractor, subcontractor, management agent, or supplier with respect to the Project or the Property, except to the extent that such losses are caused solely by the negligence or willful misconduct of Indemnitees. The duty of the OWNER/DEVELOPER to indemnify includes the duty to defend Indemnitees in any court action, administrative action, or other proceeding brought by any third party arising from the Project or the Property. OWNER/DEVELOPER's duty to indemnify Indemnitees shall survive the term of this AGREEMENT.

OWNER/DEVELOPER hereby waives any claims, suits, or actions against the CITY on account of or arising from the Costa-Hawkins Rental Housing Act, California Civil Code Sections 1954.50 *et seq.* ("CHRHA").

38. GOVERNING LAW. This AGREEMENT shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law and those provisions preempted by federal law.

39. AGREEMENT CONTROLS. In the event of a conflict between any provisions of this AGREEMENT and any of its exhibits, the terms of this AGREEMENT shall control.

40. ATTORNEYS' FEES AND COSTS. In the event that a legal or administrative action is brought to interpret or enforce the terms of this AGREEMENT,

the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs incurred in such action.

41. **TIME.** Time is of the essence in this AGREEMENT.

42. **CONSENTS AND APPROVALS.** Except as otherwise expressly provided in this AGREEMENT, any consent or approval required under the AGREEMENT shall not be unreasonably withheld or delayed.

43. **NOTICES, DEMANDS, AND COMMUNICATIONS.** Formal notices, demands, and communications between OWNER/DEVELOPER and CITY shall be given by first class or certified mail, return receipt requested, postage prepaid or delivered personally, to OWNER/DEVELOPER and CITY as follows, or at such other address as a party may designate by written notice to the other party:

CITY OF ROSEVILLE

OWNER/DEVELOPER

CITY Manager
311 Vernon Street
Roseville, California 95678

Roseville Senior Affordable 2 LP
445 Central Ave., Suite 200
Highland Park, IL 60035

44. **BINDING UPON SUCCESSORS.** All provisions of this AGREEMENT shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, transferees, and assigns of OWNER/DEVELOPER and CITY, and shall run with the land for the full term of this AGREEMENT. Any successor in interest to OWNER/DEVELOPER and any purchaser or transferee of the Property shall be subject to all of the duties and obligations imposed on OWNER/DEVELOPER under this AGREEMENT for the full term of this AGREEMENT. The term "OWNER/DEVELOPER" as used in this AGREEMENT shall include all such assigns, successors-in-interest, and transferees.

45. **RELATIONSHIP OF PARTIES.** The relationship of OWNER/DEVELOPER and CITY for this Project during the term of this AGREEMENT shall not be construed as a joint venture, equity venture, or partnership. CITY neither undertakes nor assumes any responsibility or duty to OWNER/DEVELOPER or to any third party with respect to the operation of the Property or the actions of OWNER/DEVELOPER. Except as CITY may specify in writing, OWNER/DEVELOPER shall have no authority to act as an agent of CITY or to bind CITY to any obligation.

46. **WAIVER.** Any waiver by CITY of any obligation in this AGREEMENT must be in writing. No waiver shall be implied from any delay or failure by CITY to take action on any breach or default of OWNER/DEVELOPER or to pursue any remedy allowed under this AGREEMENT or applicable law. Any extension of time granted to OWNER/DEVELOPER to perform any obligation under this AGREEMENT shall not operate as a waiver or release from any of its obligations under this AGREEMENT.

Consent by CITY to any act or omission by OWNER/DEVELOPER shall not be construed as the consent to any other or subsequent act or omission or to waive the requirement for CITY's written consent to future waivers.

47. **OTHER AGREEMENTS.** OWNER/DEVELOPER represents that it has not entered into any agreements that would restrict or compromise its ability to comply with the terms of this AGREEMENT. OWNER/DEVELOPER shall not enter into any agreements that are inconsistent with the terms of this AGREEMENT without an express written waiver by CITY.

48. **AMENDMENTS AND MODIFICATIONS.** Any amendments or modifications to this AGREEMENT must be in writing and shall be effective only if executed by both OWNER/DEVELOPER and CITY, following receipt of all required approvals, and only with the consent of the Senior Lender(s).

49. **SEVERABILITY.** Every provision of this AGREEMENT is intended to be severable. If any provision of this AGREEMENT is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.

SPECIAL PROVISIONS

50. **REFINANCING REVIEW FEE.** In the event that the Property and/or the Project is a tax credit project and is refinanced during the term of this Agreement, OWNER/DEVELOPER shall provide CITY a prepayment, upon request by OWNER/DEVELOPER, for CITY's staff costs in reviewing any refinancing documentation submitted to CITY for CITY's review; provided that City approval shall not be required for any refinancing unless the Project is a tax credit project. Such prepayment shall be submitted by OWNER/DEVELOPER prior to CITY commencing any review. The prepayment will be one thousand dollars (\$1,000.00). OWNER/DEVELOPER shall not be entitled to receive a refund of any such fee in the event that OWNER/DEVELOPER fails to complete such refinancing.

51. **TENANT MONITORING FEE.** Commencing one (1) year after the final Certificate of Occupancy for the Project and annually thereafter, OWNER/DEVELOPER shall pay to CITY, not later than March 31 of each year, a tenant monitoring fee equal to FORTY DOLLARS (\$40) for each occupied, rent restricted, apartment unit within the Project, with such fee to be adjusted to reflect the Project's actual occupancy rate. The fee for each unit shall be prorated over the portion of the year that the unit was occupied or leased. A penalty of one and one half percent (1.5%) per month shall be assessed against any fee not paid when due.

52. **PARTICIPATION IN HOUSING CHOICE VOUCHER PROGRAM.** During the term of this AGREEMENT, OWNER/DEVELOPER agrees to participate in the Housing Choice Voucher ("HCV") program administered by the Roseville Housing Authority (the "Authority").

53. **CHECKLIST FOR REGULATED UNITS.** OWNER/DEVELOPER agrees that each prospective tenant, prior to rental of a Regulated Unit, shall be required to complete forms required by Exhibit C, or OWNER/DEVELOPER'S equivalent as approved in writing by CITY.

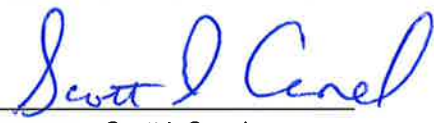
54. **FORECLOSURE.** Notwithstanding anything to the contrary herein, in the event that any Senior Lender or any other purchaser of the Property becomes the owner of the Property or portion thereof by reason of the foreclosure of a Security Instrument or the acceptance of a deed or assignment in lieu of foreclosure or by reason of any other enforcement of a Security Instrument (any such Senior Lender or such other purchaser, a "PURCHASER"), this Agreement shall automatically terminate and will not bind the Property/Project or Purchaser. CITY and OWNER/DEVELOPER acknowledge and agree that (i) each Senior Lender is an intended third-party beneficiary of this Section 51, and its rights in the same are fully vested, and (ii) this Section same may not be amended, modified, supplemented, or waived in any respect without each Senior Lender's prior written consent in its sole discretion.

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

City of Roseville, a municipal corporation

Roseville Senior Affordable 2 LP, a
California limited partnership

BY: _____
DOMINICK CASEY
City Manager

BY: 
Print name: Scott I. Canel
Title: President of Sole Member of Managing GP

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

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 Illinois

County of Lake

On September 20, 2024, before me, Lori Ogarek, Notary Public
(insert name and title of the officer)

personally appeared Scott I. Canel,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature



(Seal)

APPROVED AS TO SUBSTANCE:

BY: 

MELISSA ANGUIANO
Economic Development Director

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 Placer
County of _____

On September 25, 2024 before me, Cary Camilleri, Notary Public
(insert name and title of the officer)

personally appeared - Melissa Anguiano -
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 Cary Camilleri (Seal)

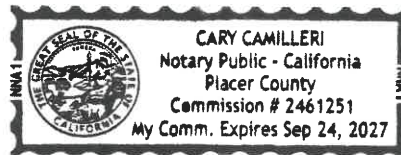


EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

The land described herein is situated in the State of California, County of Placer, City of Roseville, and is described as follows:

Lots 1, as shown and designated on the map entitled "Westbrook Phases 2 & 3", filed for record December 8, 2016 in Book DD of Maps at Page 79, Placer County Records, and amended by Certificate of Correction recorded March 21, 2017, as Instrument No. 2017-0020719, Official Records (the "**Final Map**").

APN: 496-100-027-000

EXHIBIT B
OCCUPANCY AND RENT RESTRICTIONS

	One Bedroom				Two Bedroom			
Maximum Household Income as Percentage of AMI	Number of Units	Gross Rent	Utility Allowance	Maximum Contract Rent	Number of Units	Gross Rent	Utility Allowance	Maximum Contract Rent
80%	144	\$1,769	\$71	\$1,698	46	\$2,123	\$88	\$2,035
<i>Non-Rent Restricted On Site Management</i>	2				0			
TOTAL	146				46			



EXHIBIT C
CHECKLIST FOR AFFORDABLE RENTAL UNITS

The following documentation must be present in the Tenant's file (in a form approved by the Housing Manager) for an "affordable renter."

- _____ Certification of Affordable Rental Unit Eligibility Form
- _____ Calculation of Tenant Eligibility Form
- _____ Record of Rental Increases
- _____ Written, third party verification of all income sources, including:
 - _____ Employment
 - _____ Self-employment (tax return and profit & loss statement for current year)
 - _____ Unemployment
 - _____ AFDC (Welfare) Benefits
 - _____ Child Support
 - _____ Alimony
 - _____ Social Security Benefits
 - _____ Supplemental Security Income (SSK)
 - _____ VA or Military Benefits
 - _____ Pensions and/or Annuities
 - _____ Retirement Funds
 - _____ Savings Accounts (Interest Income)
 - _____ Checking Accounts
 - _____ Government Grants
 - _____ Trust Funds
 - _____ Stocks & Bonds (Cash Value)
 - _____ Life Insurance (Cash Value)

Name _____ Complex _____

Title _____ Date _____

CERTIFICATION OF RESIDENT ELIGIBILITY



CERTIFICATION OF RESIDENT ELIGIBILITY (cont.)

INCOME COMPUTATION

- 6) The total anticipated income calculated in accordance with this paragraph 6, of all persons (except children under the age of 18 years) listed above for the 12-month period beginning the date that I/we plan to move into a unit is
\$ _____ .

Included in the total anticipated income listed above are:

- a. All wages and salaries, overtime pay, commissions, fees and other compensation for personal services, before payroll deductions.

Excluded from such anticipated income are:

- a. Casual, sporadic or irregular gifts;
- b. Amounts which are specifically for or in reimbursement of medical expenses;
- c. Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlements for personal or property losses;
- d. Amounts of educational scholarships paid directly to the student or the educational institution and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, books, and equipment. Any amounts of such scholarships or payments to veterans not used for the above purposes are to be included in income;
- e. Hazardous duty pay to a family member in the Armed Forces who is away from home and exposed to hostile fire;
- f. Relocation payments under Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970;
- g. Foster child care payments;
- h. The value of coupon allotments for the purchase of food pursuant to the Food Stamp Act of 1977.

- 7) This certificate is made with the knowledge that it will be relied upon by the Owner to determine maximum income for eligibility to occupy the unit; and I/we declare that all information set forth herein is true, correct and complete and based upon information I/we deem reliable and that the statement of total anticipated income contained in paragraph 6 is reasonable and based upon such investigation as the undersigned deemed necessary.
- 8) I/We will assist the Owner in obtaining any information or documents required to verify the statement made herein, including either an income verification from my/our present employer(s) or copies of federal tax returns for the immediately preceding calendar year.
- 9) I/We acknowledge that I/we have been advised that the making of any misrepresentation or misstatement in this declaration will constitute a material breach of my/our agreement with the Owner to lease the unit and will entitle the Owner to prevent or terminate my/our occupancy of the unit by institution of an action for eviction or other appropriate proceedings.

I/We declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____ in the City of _____ California.

Applicant

Applicant

Applicant

Applicant

Applicant

[All persons listed in number 2 above, except children under the age of 18 must sign this form]



**CALCULATIONS OF TENANT ELIGIBILITY
FOR AFFORDABLE RENTAL FORM**

(FORM COMPLETION BY APARTMENT OWNER OR AGENT)

NAME: _____ UNIT # _____

<u>SOURCE</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
Social Security	\$	\$
Social Security	\$	\$
Civil Service	\$	\$
Pension _____	\$	\$
Interest _____	\$	\$
Wages _____	\$	\$
Tips _____	\$	\$
Wages _____	\$	\$
Tips _____	\$	\$
Child Support	\$	\$
Welfare	\$	\$
Stocks/Bonds	\$	\$
Other _____	\$	\$
Other _____	\$	\$
TOTAL INCOME	\$	\$
	Monthly base rent	\$
	Move-in date	

BY

TITLE _____

DATE _____



COUNCIL COMMUNICATION

CC #: 3576
File #: 0709-03

Title: Community Development Block Grant Fair Housing Services – Professional Services Agreement

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

Meeting Date: 10/16/2024
Item #: 7.10.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve a professional services agreement with Project Sentinel, Inc. in an amount not to exceed \$80,000 and authorize the City Manager to execute it on behalf of the City of Roseville.

BACKGROUND

As an entitlement jurisdiction, the City of Roseville receives an annual allocation of Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD) to promote affordable housing and community development programs for low-income residents. Each year the City must produce an Annual Action Plan outlining how CDBG funds will be used to address the goals of the five year Consolidated Plan. At the May 1, 2024 Council meeting, Council approved the Annual Action Plan for the 2024/25 program year, which included a proposed project to allocate \$16,000 for the provision of fair housing counseling and fair housing education to lower-income residents as well as the owners and managers of rental units in Roseville.

On May 3, 2024, the City's Housing Division released a Request for Proposals (RFP), seeking qualified organizations to provide these services. The selected consultant would need to develop culturally appropriate outreach and educational opportunities for the varying needs of low- and moderate-income families and individuals. Additionally, the chosen organization would be responsible for providing landlords and property managers with education in fair housing law and practice to reduce the incidence of housing discrimination.

Two agencies responded to the Request for Proposals. The City received responses from Crouse Consulting, LLC, and Project Sentinel. In their response, Project Sentinel demonstrated extensive experience in similar fair housing contracts. Additionally, Project Sentinel has contracted with the City's Housing Division since 2021 to provide these services to Roseville residents and has proven to be a knowledgeable, communicative asset to the Housing Division. Therefore, staff recommends Project Sentinel to provide fair housing services. The contract will be for a term of no more than five years and will not exceed \$80,000.

FISCAL IMPACT

CDBG funding is provided as a federal grant to the City. These grants are used to offset potential costs to the General Fund and to serve the community. This item does not impact the City's General Fund.

ENVIRONMENTAL REVIEW

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

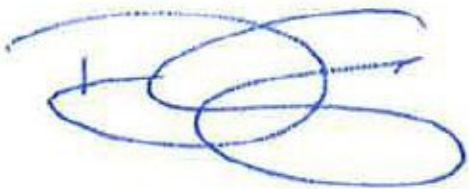
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community

Respectfully Submitted,

Kristine Faelz, Housing Analyst

Melissa Anguiano, Economic Development Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-346

PSA Project Sentinel

RESOLUTION NO. 24-346

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

WHEREAS, a professional services agreement for Fair Housing services, by and between the City of Roseville and Project Sentinel, Inc., has been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to execute four (4) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

Fair Housing Services

THIS AGREEMENT is made and entered into this ____ day of _____, 20__,
by and between the City of Roseville, a municipal corporation (“CITY”), and Project Sentinel,
Inc., a California non-profit corporation (“CONSULTANT”); and

W I T N E S S E T H:

WHEREAS, CITY issued Request for Proposal #04-29 for professional services
consisting of Fair Housing Services; and

WHEREAS, CONSULTANT has prepared a response to the Request for Proposal dated
June 10, 2024, which describes the scope of services to be performed by CONSULTANT, and
the hourly rates for performance of such services; and

WHEREAS, CONSULTANT is qualified and experienced to provide such professional
services.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement shall commence on July 01, 2024 and expire
on June 30, 2025. The City Manager may, in his or her discretion, elect to extend the Agreement
in one (1) year increments for up to an additional four (4) years by giving CONSULTANT thirty
(30) days advance written notice of each optional one (1) year renewal. Such extensions shall be
memorialized by a written amendment to this Agreement.

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

3. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the budget estimate as described in EXHIBIT “A.” Total compensation shall not exceed sixteen thousand dollars (\$16,000) for the initial term. Total compensation for optional renewal years of this Agreement shall not exceed sixteen thousand dollars (\$16,000). Total compensation for the initial term and all optional renewal years shall not exceed eighty thousand dollars (\$80,000). Adjustment to the total compensation per year shall require a written amendment to this Agreement, subject to approval by the City Council.

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

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

negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

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

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

6. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or expiration of this Agreement. CONSULTANT shall include this provision in its contracts with all subcontractors.

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

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

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

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

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

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

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

11. Public Contracts: Conflicts of Interest. CONSULTANT's duties and services under this Agreement shall not include preparing or assisting CITY with any portion of the CITY's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with CITY. CITY shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. CONSULTANT's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONSULTANT shall cooperate with CITY to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by CONSULTANT pursuant to this Agreement.

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

13. The Levine Act Disclosure. The Levine Act (Govt. Code, Section 84308) requires a Party (and its agent(s), if any) to a Proceeding before the City of Roseville that involves any action or consideration related to their contract, license, permit, or other entitlement for use, to disclose any campaign contributions made to CITY elected or appointed officers

totaling more than \$250 within the twelve (12) months prior to the CITY decision and while a proceeding is pending, and includes certain prohibitions on contribution activity thereafter. If applicable campaign contributions have been made by CONSULTANT and/or its agent(s), CONSULTANT is responsible for compliance, including for its disclosure obligations, if any, as further described at:

https://www.roseville.ca.us/government/departments/city_clerk/transparency/levine_act.

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

15. Independent Contractor. CONSULTANT, inclusive of its agents, officers, employees, volunteers, independent contractors, and subcontractors, shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

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

as available to provide the same or similar services; (h) CONSULTANT provides its own tools, vehicles, and equipment to perform the services; (i) CONSULTANT has negotiated its own rates; (j) CONSULTANT set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONSULTANT has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

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

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

18. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings (including

computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

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

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

20. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance hereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California,

regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

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.

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

CITY OF ROSEVILLE

Kristine Faelz
Housing Analyst
316 Vernon Street, Suite 150
Roseville, CA 95678

CONSULTANT

Carole Conn
Executive Director
1490 El Camino Real
Santa Clara, CA 95050

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

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

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has executed this Agreement in duplicate by its City Manager and CONSULTANT has caused this Agreement to be duly executed.

(SIGNATURES ON NEXT PAGE)

CITY OF ROSEVILLE, a
municipal corporation

PROJECT SENTINEL, INC., a California
non-profit corporation

BY: _____
DOMINICK CASEY
City Manager

BY:  _____
its: EXECUTIVE DIRECTOR

and

ATTEST:

BY: _____
its: _____

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
MELISSA ANGUIANO
Economic Development Director

EXHIBIT “A”



6/10/2024

TAB D: Project Plan

Project Staffing:

Fair Housing Director: Elizabeth Sanchez (fluent in Spanish)

Managing Attorney: Arthur Tapia (fluent in Spanish)

Civil Rights Investigation Coordinator: Briana Lucio

Outreach Coordinator/Community Worker: Adrian Solis (fluent in Spanish)

Staff Attorney: Avantika Rao (fluent in Hindi and Spanish)

Fair Housing Coordinator: Akilah Williams

Fair Housing Counselors: Mirna Arriaga (fluent in Spanish), Jaslynn Wygal

Executive Director, Carole Conn

Project Plan and Schedule

Project Sentinel (PS) will continue to emphasize public outreach and education and building community partnerships. From prior experience, raising public awareness of fair housing rights and available assistance is paramount to elevating awareness of our services to the community. Similarly, revisiting connections with existing social services and active community groups allows us to generate referrals and opportunities for education. We would simultaneously focus on assessing the rental market through fair housing testing and educating property owners on fair housing best practices.

Activity	Schedule	Staff
Outreach activities including presentations to educate the public, social services, housing providers – online or in-person	Quarterly	Fair Housing Director, Staff Attorney, Fair Housing Coordinator
Maintaining website with fair housing resources for the community	Quarterly	Outreach Coordinator, Staff Attorney
Brochure distributions of fair housing materials	Quarterly	Outreach Coordinator, Fair Housing Coordinator, Community Worker
Intake and Referral Services – fair housing counseling by phone or email	Quarterly	Fair Housing Counselors, Fair Housing Director
Investigations – includes audit testing and community complaint investigation	Quarterly	Investigation Coordinator, Managing Attorney, Staff Attorney, Fair Housing Coordinator, Fair Housing Director

Attachment C**CONSULTANT SERVICES BUDGET AND STAFFING PLAN**

See Section 3 (Scope of Services) for our proposed annual budget and an estimated number of persons to benefit from our proposed services below. Please note that Project Sentinel conforms its invoicing to time worked, without specific dollar amounts attached to activities performed. For this reason, this attachment C has been revised to provide the scope of work activities, all of which are performed under the budget appropriation proposed:

Service Provided	Accomp. Type*	Est. Number
People reached and assisted via Intake and Referral and Outreach Activities	Individuals assisted	50
Complaint Investigation and Referral (includes bona fides and audits)	Households assisted	9
Fair Housing Outreach Activities/Events, including workshops	Outreach activity	4
Brochure Distribution	Outreach	500
TOTAL:		563

Provide a staffing plan for accomplishing the tasks listed in Sections 3 Scope of Services:

STAFFING PLAN

Job Title	Duties	Estimated no. of Hours	Hourly Rate
Staff Attorney	Intake, Testing, Investigation, Outreach	1	\$36.35
Managing Attorney		1	\$42.91
Fair Housing Coordinator	Testing, Investigation, Outreach	5	\$30.80
Civil Rights Investigation Coordinator	Testing Coordination	3	\$32.13
FH Counselor-MA	Intake	3	\$33.59
FH Counselor-JW	Intake	3	\$31.97
FH Director	Supervision, Investigation, Outreach	3	\$47.20
Executive Director	Overall Program Supervision	1	\$84.81
Outreach Coordinator	Planning and Coordinating Outreach	4	\$32.00

Total Not-to-Exceed per year: \$16,000

Total Not-to-Exceed for 5 years: \$80,000



Project Sentinel

Fremont • Gilroy • Milpitas
Modesto • Redwood City •
Sacramento • Santa Clara

1490 El Camino Real
Santa Clara, CA 95050
Tel.(408) 720-9888
Fax (408) 216-9968
www.housing.org

PROJECT SENTINEL BOARD OF DIRECTORS

Resolution

(a) RESOLVED, that CAROLE CONN, Executive Director, be authorized to make, execute, endorse, and deliver in the name of and on behalf of the corporation, but shall not be limited to, any and all written instruments, agreements, documents, contracts, and other instruments of whatever nature entered into by this Corporation,

CAROLE CONN is authorized to submit funding proposals and to negotiate and sign contracts on behalf of the corporation including but not limited to the following city, county, state and Federal governments and private institutions:

City of Citrus Heights
City of Elk Grove
City of Gilroy
City of Hayward
City of Milpitas
City of Merced
City of Modesto
City of Mountain View
City of Palo Alto
City of Rancho Cordova
City of Redwood City
City of Richmond
City of Roseville
Cities of Sacramento, Isleton, Galt and Folsom
City of San Jose
City of San Mateo
City of Santa Clara
City of South San Francisco
City of Sunnyvale
City of Daly City
County of San Mateo
County of Santa Clara
County of Stanislaus
U.S. Department of Housing and Urban Development
Sacramento Housing and Redevelopment Agency
Fair Housing Law Project

City of West Sacramento
City of Cupertino
City of Campbell
City of Richmond
Town of Los Gatos
Santa Clara County Superior Court
Stanislaus County Superior Court
Community Housing and Shelter Services
Sobrato Family Foundation
Palo Alto Housing Corp
Chase Bank
Wells Fargo Bay Area
Bank of America
Bank of the West Boston Private
Presidio El Camino, L.P.

This resolution was passed by a unanimous vote of the Board of Directors during its regular meeting on May 20, 2024.

Signed:

DocuSigned by:

FDD8A2FAC6344D4...

REBECCA PICKART
Board President



COUNCIL COMMUNICATION

CC #: 3578
File #: 0800-02

Title: Dry Creek Wastewater Treatment Plant Operations and Laboratory Building Project
– Professional Design Services Agreement Amendment
Contact: Inderpreet Chaggar 916-938-1595 ikchaggar@roseville.ca.us

Meeting Date: 10/16/2024
Item #: 7.11.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute the First Amendment to Professional Design Services Agreement with 19six Architects, Inc. (19six) for the Dry Creek Wastewater Treatment Plant (DCWWTP) Operations and Laboratory Building Project for an additional amount of \$55,485 to complete the project design services, for a total contract amount of \$849,784.

BACKGROUND

In 2021, the City's Environmental Utility Department (EUD) published a Request for Proposals (RFP 08-079) seeking professional architectural consulting firms to submit proposals for professional design and consulting services for the Pleasant Grove Wastewater Treatment Plant (PGWWTP) Maintenance Facilities Assessment and DCWWTP Operations and Laboratory Building Design. The City entered into an agreement with Williams + Paddon Architects Planners, Inc. (W+P) on October 6, 2021. The executed agreement included assessment and design tasks at both wastewater treatment plants: \$682,050 and \$112,249 for DCWWTP and PGWWTP, respectively, with a not-to-exceed amount of \$794,299.

On August 30, 2022, W+P merged with 19six Architects, Inc. and the assessment efforts for the PGWWTP task and design efforts for the DCWWTP task have been completed by 19six.

The executed agreement included scope for the preliminary and complete design of the new Operations and Laboratory Building at DCWWTP and assumed the building size to be less than 10,000 square feet. The final building size exceeds 10,000 square feet and the executed agreement with 19six needs to be amended to include the additional effort to design the larger building, as well as the added effort for the Title 24 Commissioning requirements for the design and construction phase for the DCWWTP Operations and Laboratory Building Project.

FISCAL IMPACT

The current project budget of \$4,958,570 will fully fund this phase of the project which includes the amended Professional Design Services Agreement with 19six for \$849,784. The DCWWTP Operations and Laboratory Building Project budget is funded by the Wastewater Regional Rehabilitation Fund.

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 F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Inderpreet Kaur Chaggar, Senior Engineer

Richard Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-348

PDSA

RESOLUTION NO. 24-348

APPROVING A FIRST AMENDMENT TO PROFESSIONAL DESIGN SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND 19SIX ARCHITECTS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a First Amendment to Professional Design Services Agreement for the Pleasant Grove Wastewater Treatment Plant Maintenance Facilities Assessment and Dry Creek Wastewater Treatment Plant Operations and Lab Building Design, by and between the City of Roseville and 19six Architects, Inc., has been reviewed by the City Council; and

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**FIRST AMENDMENT TO
PROFESSIONAL DESIGN SERVICES AGREEMENT**

Pleasant Grove Wastewater Treatment Plant Maintenance Facilities Assessment and
Dry Creek Wastewater Treatment Plant Operations and Lab Building Design

THIS FIRST AMENDMENT TO PROFESSIONAL DESIGN SERVICES AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation (“CITY”), and 19Six Architects, a California corporation, successor in interest to William + Paddon/Architects + Planners, Inc., a California corporation (“CONSULTANT”); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Professional Design Services Agreement dated October 06, 2021 (“Agreement”) regarding professional design services for the Pleasant Grove Wastewater Treatment Plant Maintenance Facilities Assessment and Dry Creek Wastewater Treatment Plant Operations and Lab Building Design (“Project”);

WHEREAS, CITY desires to amend the Agreement to include additional services as described in CONSULTANT’s letter/proposal dated August 21, 2024, which is attached hereto as Exhibit “A” and incorporated herein by reference; and

WHEREAS, CONSULTANT is willing and able to provide such additional services; and

NOW, THEREFORE, the parties agree as follows:

1. CONSULTANT shall provide additional services as described in Exhibit “A” of this First Amendment to Agreement.

2. Section 2 of the Agreement is amended by adding an additional paragraph to read as follows:

“CITY shall pay fifty-five thousand, four hundred eighty-five dollars (\$55,485), in consideration of the additional services as set forth in Exhibit “A” to the First Amendment to Agreement. This brings the total not to exceed contract amount to eight hundred forty-nine thousand, seven hundred eighty-four dollars (\$849,784).”

3. The Agreement is amended by adding an additional paragraph for compliance with AB334 to read as follows:

“23. Public Contracts: Conflicts of Interest. CONSULTANT’s duties and services under this Agreement shall not include preparing or assisting CITY with any portion of the CITY’s preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with CITY. CITY shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. CONSULTANT’s participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONSULTANT shall cooperate with CITY to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by CONSULTANT pursuant to this Agreement.”

4. The Agreement is further amended by adding an additional paragraph regarding compliance with the Levine Act:

“24. The Levine Act Disclosure. The Levine Act (Govt. Code, Section 84308) requires a Party (and its agent(s), if any) to a Proceeding before the City of Roseville that involves any action or consideration related to their contract, license, permit, or other entitlement for use, to disclose any campaign contributions made to CITY elected or appointed officers totaling more than \$250 within the twelve (12) months prior to the CITY decision and while a proceeding is pending, and includes certain prohibitions on contribution activity thereafter. If applicable campaign contributions have been made by CONSULTANT and/or its agent(s), CONSULTANT is responsible for compliance, including for its disclosure obligations, if any, as further described at https://www.roseville.ca.us/government/departments/city_clerk/transparency/levine_act.”

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

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

CITY OF ROSEVILLE, a
municipal corporation

19SIX ARCHITECTS, a California
corporation

BY: _____
DOMINICK CASEY
City Manager

BY: 
its: _____
TREASURER
and

(SIGNATURES CONTINUED ON NEXT PAGE)

ATTEST:

BY:
its:


PRESIDENT

BY: _____

CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____

MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____


RICHARD PLECKER
Environmental Utilities Director

EXHIBIT “A”



OWNER/ARCHITECT CONTRACT AMENDMENT # 01

Date: August 21, 2024

Project: **Dry Creek Wastewater Treatment Plant**
City of Roseville
Plant Operations and Lab Building
19six #: W21015.01

Description: Amendment to Professional Design Services Agreement to add Commissioning Services (Cx) only for the original Task 2- DCWWTP

Contract Date: October 6, 2021

Modifications to Basic Contract:

Project Description:

Demo existing Plant Operations and Lab Building Maintenance Building
Construction of new Plant Operations and Lab Building Maintenance Building and associated sitework.

Scope of Amended Services and Fees:

Amendments to the following services:

Add Commissioning services, including Commissioning Agent (Cx) and documentation services and coordination by 19six Architects defined in "Exhibit A of the Professional Services Agreement, TAB D: Project Understanding, Tasks 4, 5, 6, 7 and 8

Assumptions:

- The scope of work will be documented in no more than one phase of construction for the Plant Operations and Lab Building Maintenance Building.
- The project delivery method is Design-Bid-Build.
- Commissioning of Laboratory Air, Vacuum and Dionized water systems is not included.
- The amendment scope excludes modifications to original Task 1 - PGWWTP

Scope of Services:

- **Commissioned Systems**
 - HVAC and Related Controls
 - Lighting Controls as applicable to Title-24 2022
 - Domestic Hot Water System
 - Irrigation Controls
 - Renewable Energy Systems
- **Sampling strategy during the functional tests per the list below:**

- 25% HVAC and Related Controls
 - 50% Lighting Controls as applicable to Title-24 2022
 - 100% Domestic Hot Water System
 - 50% Irrigation Controls
 - 25% Renewable Energy Systems
- **Title-24 Code Required Commissioning - Design Phase**
- OPR (Owner's Project Requirements) Review: Review the OPR provided by the owner or owner's representative.
 - BOD (Basis of Design) Review: Review the BODs written for commissioned systems by the design professionals.
 - Completion of the Title-24 Commissioning Form: Design professionals are assumed to document wherein their construction documents their design shows compliance with NRCC-CXR-E form requirements.
 - Kick-off meeting: Commissioning Authority (CxA) will lead the required Cx kick-off meeting. Attendance by the owner or owner's representative and design team is required.
 - Design Review: CxA will engage in a design review and ensure commissioning requirements are shown in the construction documents.
 - Commissioning measures shown in CDs: Review the Arch, Mechanical, Plumbing, and Electrical project specifications to confirm compliance with CA Energy and CA Green code Commissioning requirements. Provide markups or specification sections as necessary to comply with CA energy and CA Green code Commissioning requirements.
- **Title-24 Code Required Commissioning - Construction Phase**
- Commissioning Coordination Meetings: Attend a limited number of meetings to coordinate and lead commissioning activities with construction team members.
 - Installation verification:
 - Attend a limited number of site inspections to confirm equipment is installed per the construction drawings with maintenance access provided and equipment is ready for startup.
- Functional Testing:
1. Development: Write functional tests for commissioned systems and distribute them to the Commissioning team for their review and comments. Revise and finalize the test procedures accordingly.
 2. Witnessing: Attend functional testing of commissioned systems executed by the Contractor.
 3. Recording: Commissioning Agent to complete the functional test forms and maintain a commissioning issues log indicating any test failures.
 4. Issues Back-check: When the Commissioning Agent is notified that noted corrections have been made, CxA will back-check the corrections and update the issues log. Test and issues log will be provided to the owner.
 5. Operations Training: The Commissioning Agent will review the training plans provided by the Contractor.
 6. Systems Manual and Commissioning Report: CxA will assemble content provided by self and others as required by the code
- Post Occupancy Phase

1. Not Applicable

▪ **Summary of major activities provided in this fee proposal:**

○ **Design Phase**

1. Up to two (2) Virtual Team meetings during the Design phase. (Cx, Client and Architect)
2. No In-Person Team meetings during the Design phase.
3. One Design review and back-check during 90%CD and Permit set phases (Cx, Client and Architect)

○ **Construction Phase**

1. Up to eight (8) Virtual Commissioning Coordination meetings during the construction phase. (Cx, Client, Architect and General Contractor)
2. Up to three (3) In-Person Commissioning Coordination meetings during the construction phase. (Cx, Client, Architect and General Contractor)
3. One review and one back-check of commissioned systems' submittals packaged and transmitted as per the specifications.
4. Up to three (3) Installation Verification Field Investigations combined with the on-site meetings. (Limited to Two person days) (Cx)
5. No TAB Sample verification / Startup Witnessing / Duct leakage Testing / Piping Pressure testing site visits.
6. No Training witnessing site visits.
7. Up to three (3) Functional Testing site visits. (Limited to 3 person days) (Cx)
8. Up to one (1) Issues Back-check site visits. (Limited to a half person-day) (Cx)
9. One Trend review analysis of 2 weeks data is included.

○ **Post Occupancy Phase**

1. Not Applicable

▪ **Extra Services:** *The following services are not included in this proposal.*

1. Commissioning of Laboratory Air, Vacuum and Dionized water systems is not included.
2. Employment of special sub-consultants at the request of the Client.
3. Life cycle cost analyses, owning or operating cost studies, and energy effectiveness studies.
4. Partnering sessions, value engineering sessions, or review of Contractor or Construction Manager's proposed cost-cutting recommendations.
5. Work involved in securing utility company rebates.
6. Standalone data logging services and related data analysis
7. Review of submittals beyond what is described in the Scope of Services section of this proposal.
8. Construction Phase Change orders, ACDs, RFIs, etc: Should a contractor choose to construct the project in a means different than what is indicated in the bid documents by choice and this requires modifications of the Commissioning documents or requires additional commissioning coordination or field activities, this is beyond the scope and

will be considered an additional service. This includes changes in documents due to the Contractors substitution of equipment.

9. If requested by City in writing Each Extra half Day Site Investigation and Reporting at will be provided at \$1,450/half day.
10. If requested by City in writing Title 24 Acceptance Testing MAT and LAT will be provided as a fixed fee of \$5,865.

The revised payment schedule is (updated fees in bold):

<u>Phase / Description</u>	<u>Previous Fee</u>	<u>Amendment No: 01</u>	<u>Revised Fee</u>
1 - Programming	\$ 27,285	\$ 0	\$ 27,285
2 - Site Analysis / Conceptual Design	\$ 53,989	\$ 0	\$ 53,989
3 - Schematic Design	\$ 104,679	\$ 0	\$ 104,679
4 - Design Development	\$ 121,051	\$ 0	\$ 121,051
5 - Construction Documents	\$ 167,331	\$ 0	\$ 167,331
6 - Bidding	\$ 15,421	\$ 0	\$ 15,421
7 - Construction Administration	\$ 96,468	\$ 0	\$ 96,468
8 - Furniture Design / Specification	\$ 49,726	\$ 0	\$ 49,726
9 – Commissioning (Cx) Services	\$ 0	\$ 55,485	\$ 55,485
Subtotal	\$ 635,950	\$ 55,485	\$ 691,435
Reimbursable Expenses Allowance	\$ 7,500	\$ 0	\$ 7,500
Lab consultant programming Allowance	\$ 20,000	\$ 0	\$ 20,000
Structural Engineering Allowance for building area increase up to 12,000 sf	\$ 18,600	\$ 0	\$ 18,600
Total	\$ 682,050	\$ 55,485	\$ 737,535

Total Fee as Amended

\$ 737,535

Breakdown of Fees by Discipline by Phase

PHASE 9 – COMMISSIONING SERVICES CONSTRUCTION DOCUMENTS

Compensation shall be billed on a fixed fee basis as follows:

Architecture/Interiors \$ 8,775

Commissioning Agent \$ 9,945

Sub Total \$ 18,720

PHASE 9 – COMMISSIONING SERVICES CONSTRUCTION ADMINISTRATION

Compensation shall be billed on a fixed fee basis as follows:

Architecture/Interiors \$ 5,875

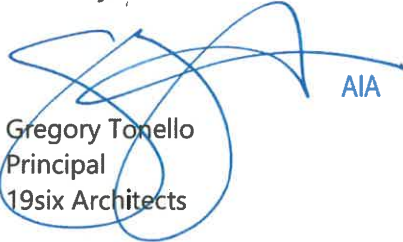
Commissioning Agent \$ 30,890

Sub Total \$ 36,765

If this proposal meets with your approval, please sign below and return a copy for our records or have your legal counsel prepare a formal contract. We will start work upon your written authorization below while the formal contract is being prepared.

Thank you for this opportunity to be of service.

Sincerely, ,


Gregory Tonello
Principal
19six Architects

Accepted by:

Signature

Name (printed)

Title

Date



COUNCIL COMMUNICATION

CC #: 3586

File #: 0704

Title: Parks Pre-Qualification Procedure Renewal
Contact: Tara Gee 916-774-5253 tgee@roseville.ca.us

Meeting Date: 10/16/2024

Item #: 7.12.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve the pre-qualification process set forth in the attached Department of Industrial Relations (DIR) publication, including the approval of the DIR uniform rating system and modified experience ratings, for specific parks and recreational capital projects to be bid and/or begin construction in the 2025 calendar year; approve the appeals process set forth in the attached Notice to Contractors; and authorize the City Manager to appoint an Appeals Panel consisting of one Assistant City Manager, the Director of Parks, Recreation & Libraries and one member of staff experienced in the public works bidding process.

BACKGROUND

The City of Roseville potentially will bid numerous parks and recreation projects during the calendar year. These projects include:

- 1) Saugstad Park Re-envisioning, revitalization of an existing 17-acre park off of Douglas Boulevard.
- 2) KT- 52 park site, a 7.61-acre neighborhood park adjacent to a future elementary school off of Sierra Village Drive.
- 3) C-63, a 2.5-acre neighborhood park in Creekview off of Lemonade Lane.
- 4) CO-61, a 6-acre neighborhood park in the Campus Oaks area on Ashbrook Street.

Based on the need to more effectively and efficiently administer the construction of these projects, due to a narrower construction window in order to comply with regulatory guidelines such as storm water pollution and prevention, air quality, etc., that there is more work than companies to perform the work, and an unstable construction environment that has affected the overall industry, it has become more challenging to attract qualified contractors. In order to address these concerns, staff has determined that it would be best to pre-qualify all prime contractors seeking to bid

specific park projects.

History

In 1999, the Legislature enacted Section 20101 of the Public Contract Code to allow public agencies to require prospective bidders that wish to bid for public works projects to “pre-qualify” for the right to bid. To ensure objectivity, the Department of Industrial Relations prepared a questionnaire and pre-qualification forms for contractor pre-qualifications. While not mandatory that the City use these forms, such forms provide comprehensive guidance and are intended to meet all legal requirements relating to contractor compliance with apprenticeship programs and prevailing wage laws, occupational safety and health laws and other labor laws.

The Notice to Contractors regarding the pre-qualifications process is also attached.

This prequalification process has been utilized since 2013. The prequalification process has proven to be effective and staff was able to shorten the bidding period because the prequalification advertisement had already been completed. Through this process, numerous contractors have been prequalified to bid the park projects and the bids received have been competitive.

Rating System

The forms establish a uniform scoring system and allocate points for particular responses. A minimum rating will be required for a contractor to be deemed pre-qualified to bid. The standards set forth by the rating system consider minimum standards of bidders to include “trustworthiness, quality, fitness, capacity and experience”.

Appeals Process and Appointments

Public Contract Code Section 20101 also requires that the City establish a process that will allow prospective bidders to dispute their pre-qualification ratings prior to the closing time for receipt of bids. Included in this resolution, staff proposes an appeals process for the City Council’s approval. This proposal is substantially similar to the process suggested by the DIR.

Where a timely and completed application results in a rating below that necessary to pre-qualify, the contractor will be allowed to submit a written appeal within ten (10) working days of notification of their rating. If a contractor gives the required written notice of appeal and requests a hearing, the hearing will be conducted no more than ten (10) working days after receipt of notice.

The Appeals Board will be comprised of the Assistant City Manager, the Director of Parks, Recreation & Libraries and one staff member who has a professional understanding of public works bidding/projects and can assess the responses of the applicants. Examples of potential designees could include inter-department peers. No formal rules of evidence or similar procedures shall apply to the hearing, but the contractor will be given the opportunity to present information and reasons in opposition to the rating. The Appeals Panel will render its decision within three (3) business days after the conclusion of the hearing and that decision will be final. Should one of the projects be in progress, the appeals process shall not halt that work. If the contractor successfully overturns a low rating, pre-qualifications shall apply to the remaining yet to be bid projects.

FISCAL IMPACT

There is no direct fiscal impact in approving the pre-qualification and appeals process. It is expected that the adoption of this process and the resolution will garner similar results experienced in previous years and will attract qualified bidders, resulting in the best value for the City.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Tara Gee, Park Planning & Development Manager

Jill Geller, Parks, Recreation & Libraries Director

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, likely belonging to Dominick Casey.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-350

Questionnaire/Application

Pre-Qualifications Announcement

RESOLUTION NO. 24-350

APPROVING THE PRE-QUALIFICATIONS PROCEDURE FOR CERTAIN PARKS,
RECREATION & LIBRARIES PROJECTS AND APPROVING THE ADMINISTRATIVE
HEARING PROCESS FOR APPEALS

WHEREAS, California Public Contract Code Section 20101 authorizes public agencies to require prospective bidders that wish to bid for public works projects to “prequalify” for the right to bid; and

WHEREAS, the City of Roseville intends to bid out numerous parks and recreation capital projects during the calendar year; and

WHEREAS, these projects include:

- 1) Saugstad Park Re-envisioning
- 2) KT-52 park site
- 3) C-63 Park
- 4) CO-61 Park

WHEREAS, in order to more effectively and efficiently administer the construction of these projects, staff has determined that it would be in the City’s best interests to pre-qualify all contractors seeking to submit bids for these projects; and

WHEREAS, Public Contract Code Section 20101 expressly authorizes the Department of Industrial Relations (DIR) to create model prequalification forms for the use by public entities utilizing the prequalification process, and the DIR has established such model forms; and

WHEREAS, Public Contract Code Section 20101 also requires public agencies to adopt an administrative hearing procedure allowing prospective bidders to challenge their pre-qualification scores; and

WHEREAS, the City Council has reviewed the DIR model forms, the DIR uniform rating system, and the appeals process proposed by the Parks, Recreation and Libraries Department (hereinafter, “Parks”); and

WHEREAS, by utilizing the prequalification process pursuant to Public Contract Code Section 20101 and the DIR model forms, the City of Roseville will maximize its compliance with current State law while attracting the most qualified, trustworthy, fit, experienced, and competent bidders when using the prequalification process.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that it hereby approves use of the prequalification process for the certain Parks, Recreation & Libraries projects identified in this Resolution.

BE IT FURTHER RESOLVED by the City Council that the Parks, Recreation & Libraries Director is hereby authorized to implement a contractor prequalification procedure for prospective bidders for these, which procedure shall be based upon the DIR model prequalification forms and the DIR uniform rating system.

BE IT FURTHER RESOLVED by the City Council that the administrative hearing process proposed by the Parks, Recreation & Libraries Department for prequalification appeals is hereby approved.

BE IT FURTHER RESOLVED by the City Council that the City Manager is hereby authorized to appoint an Appeals Panel consisting of one Assistant City Manager, the Director of Parks, Recreation & Libraries and one member of staff experienced in the public works bidding process.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



Parks, Recreation & Libraries

316 Vernon Street, Suite 400

Roseville, CA 95678

CONTACT INFORMATION

Firm Name: _____
(as it appears on license)

Check One: ☐ Corporation ☐ Partnership ☐ Sole Propriety

Contact person: _____

Address: _____

Phone #: _____ Email: _____

If firm is a sole proprietor or partnership:

Owner (s) of Company

Contractor's License(s):

(list all licenses held)

☐ (Check if you are a) Certified Small Business Enterprise/Woman-owned Business
Enterprise/Minority Business Enterprise

☐ All contractors and identified subcontractors must register with the Department of Industrial Relations (DIR) in order to work on public projects. Contractors and subcontractors submitting for this pre-qualification must attach a copy of the DIR registration as verification of compliance.

**Applies to identified Subcontractor trades (Grading/Underground; Concrete, Electrical, Landscape/irrigation, Building)*

PART I. ESSENTIAL REQUIREMENTS FOR QUALIFICATION

Contractor will be immediately disqualified if the answer to any of questions 1 through 5 is "no."⁵

Contractor will be immediately disqualified if the answer to any of questions 6, 7, 8 or 9 is "yes."⁶ If the answer to question 8 is "yes," and if debarment would be the sole reason for denial of pre-qualification, any pre-qualification issued will exclude the debarment period.

1. Contractor possesses a valid and current California Contractor's license for the project or projects for which it intends to submit a bid.
☐ Yes ☐ No
2. Contractor has a liability insurance policy with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 aggregate.
☐ Yes ☐ No
3. Contractor has current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq.
☐ Yes ☐ No ☐ Contractor is exempt from this requirement, because it has no employees
4. Have you attached your latest copy of a reviewed or audited financial statement with accompanying notes and supplemental information?⁷
☐ Yes ☐ No Circle one if it applies: SBE/MBE/WBE

****In lieu of the above, credit reports will be obtained for all submissions except SBE/MBE/WBE.**

5. Have you attached a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which states: (a) that your current bonding capacity is sufficient for the project for which

This item is required only for general contractors.

⁵ A "no" answer to Question 4 will not be disqualifying if the contractor is exempt from complying with Question 4, for reasons explained in footnote 7.

⁶ A contractor disqualified solely because of a "Yes" answer given to question 6, 7, or 9 may appeal the disqualification and provide an explanation of the relevant circumstances during the appeal procedure.

⁷ Public Contract Code section 20101(e) exempts from this requirement a contractor who has qualified as a small business pursuant to Government Code section 14837(d)(1), if the bid is "no more than 25 per cent of the qualifying amount provided in section 14837(d)(1)." As of January 1, 2001, the qualifying amount is \$10 million, and 25 per cent of that amount, therefore, is \$2.5 million.

you seek pre-qualification if you are seeking pre-qualification for a single project; or (if you are seeking pre-qualification valid for a year) (b) your current available bonding capacity?⁸

☐ Yes ☐ No

NOTE: Notarized statement must be from the surety company, not an agent or broker.

6. Has your contractor's license been revoked at any time in the last five years?
☐ Yes ☐ No
7. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?
☐ Yes ☐ No
8. At the time of submitting this pre-qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?
☐ Yes ☐ No

If the answer is "Yes," state the beginning and ending dates of the period of debarment:

-
9. At any time during the last five years, has your firm, or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?
☐ Yes ☐ No

⁸ An additional notarized statement from the surety may be requested by *Public Entity* at the time of submission of a bid, if this pre-qualification package is submitted more than 60 days prior to submission of the bid.

**PART II. ORGANIZATION, HISTORY, ORGANIZATIONAL PERFORMANCE,
COMPLIANCE WITH CIVIL AND CRIMINAL LAWS**

A. Current Organization and Structure of the Business

For Firms That Are Corporations:

- 1a. Date incorporated : _____
 1b. Under the laws of what state: _____
 1c. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten per cent of the corporation's stock.

Name	Position	Years with Co.	% Ownership	

- 1d. Identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, "owner" and "partner" refer to ownership of ten per cent or more of the business, or 10 per cent or more of its stock, if the business is a corporation.

Person's Name	Construction Firm	Dates of Person's Participation with Firm

For Firms That Are Partnerships:

- 1a. Date of formation: _____
 1b. Under the laws of what state: _____
 1c. Provide all the following information for each partner who owns 10 per cent or more of the firm.

Name	Position	Years with Co.	% Ownership	

- 1d. Identify every construction company that any partner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, "owner" and "partner" refer to ownership of ten per cent or more of the business, or ten per cent or more of its stock, if the business is a corporation.

Person's Name	Construction Company	Dates of Person's Participation with Company

For Firms That Are Sole Proprietorships:

- 1a. Date of commencement of business. _____
 1b. Social security number of company owner. _____
 1c. Identify every construction firm that the business owner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, "owner" and "partner" refer to ownership of ten per cent or more of the business, or ten per cent or more of its stock, if the business is a corporation.

Person's Name	Construction Company	Dates of Person's Participation with Company

For Firms That Intend to Make a Bid as Part of a Joint Venture:

- 1a. Date of commencement of joint venture. _____
 1b. Provide all of the following information for each firm that is a member of the joint venture that expects to bid on one or more projects:

Name of firm	% Ownership of Joint Venture

B. History of the Business and Organizational Performance

2. Has there been any change in ownership of the firm at any time during the last three years?
NOTE: A corporation whose shares are publicly traded is not required to answer this question.

☐ Yes ☐ No

If "yes," explain on a separate signed page.

3. Is the firm a subsidiary, parent, holding company or affiliate of another construction firm?
NOTE: Include information about other firms if one firm owns 50 per cent or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.

☐ Yes ☐ No

If "yes," explain on a separate signed page.

4. Are any corporate officers, partners or owners connected to any other construction firms.
NOTE: Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm.

☐ Yes ☐ No

If "yes," explain on a separate signed page.

5. State your firm's gross revenues for each of the last three years:

6. How many years has your organization been in business in California as a contractor under your present business name and license number? _____ years

7. Is your firm currently the debtor in a bankruptcy case?

☐ Yes ☐ No

If "yes," please attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.

8. Was your firm in bankruptcy at any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 7, above)

☐ Yes ☐ No

If "yes," please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued.

Licenses

9. List all California construction license numbers, classifications and expiration dates of the California contractor licenses held by your firm:

10. If any of your firm's license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the CSLB records who meet(s) the experience and examination requirements for each license.
-
-

11. Has your firm changed names or license number in the past five years?

☐ Yes ☐ No

If "yes," explain on a separate signed page, including the reason for the change.

12. Has any owner, partner or (for corporations:) officer of your firm operated a construction firm under any other name in the last five years?

☐ Yes ☐ No

If "yes," explain on a separate signed page, including the reason for the change.

13. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?

☐ Yes ☐ No

If "yes," please explain on a separate signed sheet.

Disputes

14. At any time in the last five years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?

☐ Yes ☐ No

If yes, explain on a separate signed page, identifying all such projects by owner, owner's address, the date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.

15. In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to question 1c or 1d on this form.

☐ Yes ☐ No

If "yes," explain on a separate signed page. State whether the firm involved was the firm applying for pre-qualification here or another firm. Identify by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.

16. In the last five years has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

☐ Yes ☐ No

If "yes," explain on a separate signed page. Identify the year of the event, the owner, the project and the basis for the finding by the public agency.

* * * * *

NOTE: The following two questions refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another contractor, or subcontractor. You need not include information about "pass-through" disputes in which the actual dispute is between a sub-contractor and a project owner. Also, you may omit reference to all disputes about amounts of less than \$50,000.

17. In the past five years has any claim against your firm concerning your firm's work on a construction project been filed in court or arbitration?

☐ Yes ☐ No

If "yes," on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

18. In the past five years has your firm made any claim against a project owner concerning work on a project or payment for a contract and filed that claim in court or arbitration?

☐ Yes ☐ No

If "yes," on separate signed sheets of paper identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

* * * * *

19. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf, in connection with a construction project, either public or private?

☐ Yes ☐ No

If "yes," explain on a separate signed page the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved if resolved, the nature of the resolution and the amount, if any, at which the claim was resolved.

20. In the last five years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

☐ Yes ☐ No

If "yes," explain on a separate signed page. Name the insurance carrier, the form of insurance and the year of the refusal.

Criminal Matters and Related Civil Suits

21. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?
☐ Yes ☐ No
If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.
22. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?
☐ Yes ☐ No
If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the conviction and the grounds for the conviction.
23. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?
☐ Yes ☐ No
If "yes," identify on a separate signed page the person or persons convicted, the court (the county if a state court, the district or location of the federal court), the year and the criminal conduct.

Bonding

24. Bonding capacity: Provide documentation from your surety identifying the following:
Name of bonding company/surety: _____
Name of surety agent, address and telephone number:

25. If your firm was required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one per cent, if you wish to do so.

26. List all other sureties (name and full address) that have written bonds for your firm during the last five years, including the dates during which each wrote the bonds:

27. During the last five years, has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

☐ Yes ☐ No

If yes, provide details on a separate signed sheet indicating the date when your firm was denied coverage and the name of the company or companies which denied coverage; and the period during which you had no surety bond in place.

C. Compliance with Occupational Safety and Health Laws and with Other Labor Legislation Safety

28. Has CAL OSHA cited and assessed penalties against your firm for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years?

NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

☐ Yes ☐ No

If "yes," attached a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

29. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

☐ Yes ☐ No

If "yes," attach a separate signed page describing each citation.

30. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

☐ Yes ☐ No

If "yes," attach a separate signed page describing each citation.

31. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

32. List your firm's Experience Modification Rate (EMR) (California workers' compensation insurance) for each of the past three premium years:

NOTE: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier.

Current year: _____

Previous year: _____

Year prior to previous year: _____

If your EMR for any of these three years is or was 1.00 or higher you may, if you wish, attach a letter of explanation.

33. Within the last five years has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?

☐ Yes ☐ No

If "yes," please explain the reason for the absence of workers' compensation insurance on a separate signed page. If "No," please provide a statement by your current workers' compensation insurance carrier that verifies periods of workers' compensation insurance coverage for the last five years. (If your firm has been in the construction business for less than five years, provide a statement by your workers' compensation insurance carrier verifying continuous workers' compensation insurance coverage for the period that your firm has been in the construction business.)

Prevailing Wage and Apprenticeship Compliance Record

34. Has there been more than one occasion during the last five years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the state's prevailing wage laws?

NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

☐ Yes ☐ No

If "yes," attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid and the amount of back wages and penalties that you were required to pay.

35. During the last five years, has there been more than one occasion in which your own firm has been penalized or required to pay back wages for failure to comply with the **federal Davis-Bacon** prevailing wage requirements?

☐ Yes ☐ No

If "yes," attach a separate signed page or pages describing the nature of the violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid, the amount of back wages you were required to pay along with the amount of any penalty paid.

36. Provide the **name, address and telephone number** of the apprenticeship program (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to your company for use on any public work project for which you are awarded a contract by *[Public Entity]*.

37. If your firm operates its own State-approved apprenticeship program:

- (a) Identify the craft or crafts in which your firm provided apprenticeship training in the past year.
- (b) State the year in which each such apprenticeship program was approved, and attach evidence of the most recent California Apprenticeship Council approval(s) of your apprenticeship program(s).
- (c) State the number of individuals who were employed by your firm as apprentices at any time during the past three years in each apprenticeship and the number of persons who, during the past three years, completed apprenticeships in each craft while employed by your firm.

38. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

NOTE: You may omit reference to any incident that occurred prior to January 1, 1998, if the violation was by a subcontractor and your firm, as general contractor on a project, had no knowledge of the subcontractor's violation at the time they occurred.

☐ Yes ☐ No

If "yes," provide the date(s) of such findings, and attach copies of the Department's final decision(s).

Pre-Qualifications Experience

Part III: Recent Construction Experience Completed

The required projects to be listed shall be up to six (6) parks and recreation new construction projects, completed within the last 3 years. Projects must be a park or a part of a park constructed for a public agency. School and institutional projects would not be considered a new park and recreation project. No more than three (3) park rehabilitation projects can be applied as part of the six (6) required parks and recreation projects. This applies to general, landscape and subcontractors. Use separate sheets of paper that contain the following information:

☐ Public Park ☐ School/Institution ☐ Private

Project Name: _____

Location: _____

Owner: _____

Owner Contact (Name and current phone number): _____

Architect/Engineer: _____

Architect/Engineer Contact (Name and current phone number):

Construction Manager (Name and current phone number):

Description of Project/Scope of Work Performed:

Original Contract Amount: \$ _____ Total Contract Amount: \$ _____

of Change Orders: _____ Total Value of Approved Change Orders: \$ _____

Original Scheduled Completion Date: _____ Time Extensions Granted (# of days) _____

Actual Date of Completion: _____

.....

Continued on next page

I, the undersigned, certify and declare that I have read all of the foregoing answers to this prequalification questionnaire and know their contents. The matters stated in the questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the State of California, that the foregoing is correct.

Dated: _____

(Name)

Part III: Recent Construction Experience Completed

The required projects to be listed shall be up to six (6) parks and recreation new construction projects, completed within the last 3 years. Projects must be a park or a part of a park constructed for a public agency. School and institutional projects would not be considered a new park and recreation project. No more than three (3) park rehabilitation projects can be applied as part of the six (6) required parks and recreation projects. This applies to general, landscape and subcontractors. Use separate sheets of paper that contain the following information:

☐ Public Park ☐ School/Institution ☐ Private

Project Name: _____

Location: _____

Owner: _____

Owner Contact (Name and current phone number): _____

Architect/Engineer: _____

Architect/Engineer Contact (Name and current phone number):

Construction Manager (Name and current phone number):

Description of Project/Scope of Work Performed:

Original Contract Amount: \$ _____ Total Contract Amount: \$ _____

of Change Orders: _____ Total Value of Approved Change Orders: \$ _____

Original Scheduled Completion Date: _____ Time Extensions Granted (# of days) _____

Actual Date of Completion: _____

.....

Continued on next page

I, the undersigned, certify and declare that I have read all of the foregoing answers to this prequalification questionnaire and know their contents. The matters stated in the questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the State of California, that the foregoing is correct.

Dated: _____

(Name)



Parks, Recreation & Libraries

316 Vernon Street, Suite 400

Roseville, CA 95678

October 17, 2024

NOTICE: Pre-Qualification for Construction of Specified Park & Recreation Facilities for 2025

To Whom It May Concern:

General Information

Roseville is an incorporated city with a population of over 150,000 residents, located on Interstate 80, approximately 15 miles northeast of Sacramento, California and continues to grow. At build out, the parks system would include over 140 parks.

Notice

Notice is hereby given that the City of Roseville, Parks, Recreation & Libraries Department is hereby pre-qualifying all bidders for the following park and recreation construction projects:

- 1) Saugstad Park Re-envisioning, revitalization of an existing 17 acre park off of Douglas Boulevard.
- 2) KT- 52 park site, a 7.61 neighborhood park adjacent to a future elementary school off of Sierra Village Drive.
- 3) C-63 Park, a 2.5 acre neighborhood park in Creekview off of Lemonade Lane.
- 4) CO-61 Park, a 6 acre neighborhood park in the Campus Oaks area on Ashbrook Street.

After the pre-qualification process has been completed, the City will issue a Notice to Contractors for each of these projects to pre-qualified Contractors. It is mandatory that all Primary Contractors who intend to submit a bid(s) for any of these projects shall fully complete the pre-qualification questionnaire, provide **all** materials requested herein, and be approved by the City of Roseville to be on the final qualified bidders' list. **This year, subcontractors of any trade are not required to be pre-qualified.**

Please note the following:

- The process includes three parts. Contractors must qualify for all items noted in Part I including financial solvency, and receive a minimum rating score in each of the following:
 - Organizational Structure, History
 - Safety
 - Park Experience within the last three (3) years
 - Interview with Past Project Contacts (Randomly chosen)
- If a company is a certified Small Business Enterprise, Minority Business Enterprise or Women-owned Business Enterprise, a financial statement is not required, however, a copy of the qualifying certificate and a notation in the submittal as to the business status **must** be included and noted.
- All contractors must register with the Department of Industrial Relations (DIR) in order to work on public works projects. Contractors submitting for this pre-qualification must attach a copy of the DIR registration as verification of compliance.
- No bid will be accepted from a Contractor that has failed to comply with these requirements.

Answers to questions contained in the attached questionnaire, information about current bonding capacity, notarized statement from surety, and the most recent reviewed or audited financial statements, with accompanying notes and supplemental information, are required. **Information provided in the questionnaire related to project experience shall be specific to park and recreation facility construction projects.** The City of Roseville will use these documents as the basis of rating Contractors in respect to the size and scope of contracts upon which each Contractor qualified to bid. The City of Roseville reserves the right to check other sources available. The City of Roseville's decision will be based on objective evaluation criteria.

While it is the intent of the pre-qualification questionnaire and documents required therewith to assist the City of Roseville in determining bidder responsibility prior to the submission of bids and to aid the City of Roseville in selecting the lowest responsible bidder, neither the fact of pre-qualification, nor any pre-qualification rating will preclude the City of Roseville from a post-bid consideration and determination of whether a bidder has the quality, fitness, capacity and experience to satisfactorily perform the proposed work, and has demonstrated the requisite trustworthiness.

A Contractor may be found not pre-qualified for bidding on a specific park contract to be let by the City of Roseville, or on all park construction contracts to be let by the City of Roseville, until the Contractor meets the City of Roseville's requirements. In addition, a Contractor may be found not pre-qualified for either:

- 1) Omission of requested information,
- 2) A determination of a risky or questionable financial solvency status; or
- 3) Falsification of information.

Contractor Registration: Effective March 1, 2015, no contractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Effective April 1, 2015, no contractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

City of Roseville Reservation of Rights

The City of Roseville reserves the right to adjust, increase, limit, suspend or rescind the pre-qualification rating based on subsequently learned information. Contractors who are thereafter disqualified will be notified, and given an opportunity for a hearing consistent with the hearing procedures described for appealing a pre-qualification rating.

The City of Roseville reserves the right to waive minor irregularities and omissions in the information contained in the pre-qualification application submitted, to make all final determinations, and to determine at any time that the pre-qualification procedures will not be applied to a specific future park project.

The City of Roseville will refuse to grant pre-qualification where the requested information and materials are not provided, or not provided by the due date noted below. There is no appeal from a finding that a Contractor is not pre-qualified because of an incomplete or late application, but reapplication for a later project is permitted. The closing time for all bids will not be changed in order to accommodate supplemental or incomplete submissions, or late submissions.

The City of Roseville may elect to randomly interview selected references from at least two (2) completed park projects. The City of Roseville will conduct those interviews. No action on the Contractor's part is necessary.

The City of Roseville cannot guarantee that all projects listed will be constructed this calendar year.

Submittal Due Date and Address

The last date to submit a pre-qualification package is 3:00 p.m., **November 18, 2023.**

The pre-qualification packages should be submitted under seal and marked "CONFIDENTIAL" with the title "PARKS PRE-QUALIFICATIONS SUBMITTAL" to the City Clerk's Office at 311 Vernon Street,

Roseville, CA 95678. **All submittals must be made at the City Clerk's Office.** Faxed submissions will not be accepted.

Contractors may submit pre-qualification packages during regular working hours on any day that the offices of the City Clerk are open. We recommend calling the Clerk's Office first before hand-delivering.. Contractors who submit a complete pre-qualification package will be notified of their qualification status between fifteen (15) and twenty (20) business days after submission deadline of the information. Reviews will begin the first business day after the submission deadline.

Public Records

The pre-qualification packages (questionnaire answers and financial statements) submitted by Contractors are not public record and are not open to public inspection. All information will be kept confidential to the extent permitted by law. However, the contents may be disclosed to third parties for purposes of verification, or investigation of substantial allegations, or in the appeal hearing. State law requires that the names of contractors applying for pre-qualification status shall be public record subject to disclosure, and the first page of the questionnaire will be used for that purpose.

Financial Solvency

In lieu of submitting financial statements, the City will conduct credit checks through a third party (one of the top three credit rating agencies). A score of **650** or less will be subject to additional review and may be grounds for disqualification. Submission of the questionnaire is an acknowledgement that a credit report of the company's financial standing will be obtained. **Therefore, financial statements submitted as a part of this questionnaire are not required.**

Execution of Questionnaire

Each questionnaire must be signed under penalty of perjury in the manner designated at the end of the form, by an individual who has the legal authority to bind the Contractor on whose behalf that person is signing. If any information provided by a Contractor becomes inaccurate, the Contractor must immediately notify the City of Roseville and provide updated accurate information in writing, under penalty of perjury.

Essential qualifications (Part I): all requirements must be met before Parts II and III are reviewed. See Page 1 for more information. It is important that all questions be fully answered and any back-up documentation included as noted in each question.

Each Section has a minimum rating score and all minimum ratings must be met or exceeded in order to be pre-qualified.

Appeals Process

Where a timely and completed application results in a rating below that necessary to pre-qualify, an appeal can be requested. There is no appeal from a finding that a Contractor is not pre-qualified because of an incomplete or late application. A Contractor may appeal the City of Roseville's decision with respect to its request for pre-qualification, and request a hearing, by giving written notice of appeal to the Parks, Recreation & Libraries Director, along with a complete written description of all factual and legal bases for the appeal, no later than ten (10) business days after the date of the written notice of its qualification status from the City. Appeals should be delivered to 316 Vernon Street Suite 400 Roseville, CA 95678 Attn: Parks, Recreation & Libraries Director. Unless a Contractor files a timely appeal, the Contractor waives any and all rights to challenge the qualification decision of the City of Roseville, whether by administrative process, judicial process or any other legal process or proceeding.

If the Contractor gives the required notice of appeal and requests a hearing, the hearing shall be conducted so that it is concluded no later than ten (10) business days after the City of Roseville's receipt of the notice of appeal. The hearing shall be an informal process conducted by a panel to whom the City Manager has delegated responsibility to hear such appeals (the "Appeals Panel"). At or prior to the hearing, the Contractor shall be advised of the basis for the City of Roseville's pre-qualification determination. The Contractor will be given the opportunity to present evidence and arguments in opposition to the pre-qualification determination. Within three (3) business days after the conclusion of the hearing, the Appeals Panel will render its decision in writing. It is the intention of the City of Roseville

that the date for the submission and opening of bids will not be delayed or postponed to allow for completion of an appeal process.

Cancellation of Process

The City may cancel the prequalification process at any time, even after receiving and scoring applications. If the prequalification process is cancelled, the normal competitive bidding rules will apply. The City assumes no liability for the cost a prospective contractor may have incurred by submitting an application for prequalification, and the submittal of a prequalification application is a waiver to claim any such cost or losses due to cancellation of the process.

Additional information may be obtained by contacting Tara L. Gee, Park Planning & Development Superintendent at the Roseville Parks, Recreation & Libraries Department at 916-774-5253.

Please be assured that all submittals will be fully and objectively considered. We appreciate your interest in becoming partners with the City of Roseville.

Thank You,



Tara L. Gee
Park Planning & Development Manager

Attachments: Contact Information
Pre-Qualifications Questionnaire
Part I: Essential Requirements for Qualification
Part II: Organization, History, Organizational Performance, Compliance with Civil and Criminal Laws
Part III: Recent Construction Projects Completed (Note: Ensure projects listed are park & recreation projects)



COUNCIL COMMUNICATION

CC #: 3575

File #: 0704

Title: After School Education and Safety Program - Memorandum of Understanding

Contact: Jeff Nereson 916-774-5974 jnereson@roseville.ca.us

Meeting Date: 10/16/2024

Item #: 7.13.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve the Memorandum of Understanding with the Roseville City School District (RCSD) for the After School Education and Safety Program (ASES) and authorize the City Manager to execute it on behalf of the City of Roseville

BACKGROUND

Since 2006, the RCSD has received grant funding from the California Department of Education to provide the ASES Program at both Woodbridge and Cirby Elementary Schools, respectively. ASES is an after-school tutoring and enrichment program that provides opportunity for up to 120 students at Cirby and 100 students Woodbridge at no cost to participating families. The City of Roseville Parks, Recreation & Libraries Department has collaborated with RCSD to implement this after-school program.

While the City's Adventure Club offers a fee-based program at 21 school sites in Roseville, the ASES program funding enables participation at Cirby Elementary and Woodbridge Elementary for an underserved population of students during after-school hours at no charge. The fee-based Adventure Club program is offered at both campuses or nearby school sites for before school hours, non-school days, and vacation breaks.

FISCAL IMPACT

The RCSD reimburses the City of Roseville \$305,000 of the grant funds they receive for this program to offset the City's expense to operate the program. On June 5, 2024, Council adopted resolution 24-198, approving the Youth Development Program Funding Policy, allowing for support from the General Fund for expenses including losses incurred by subsidized programs if needed. If the funds provided by RCSD do not sufficiently cover program expenses, some support may be required from the General Fund. Staff are diligent to manage this program to keep losses, if any, to a minimum.

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(b)(3) and §15378. Approval of a Memorandum of Understanding 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 C - Maintain a safe and healthy community
Goal B - Support community engagement and advocacy

Respectfully Submitted,

Jeff Nereson, Parks, Recreation & Libraries Manager

Jill Geller, Parks, Recreation & Libraries Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-345

ASES MOU

RESOLUTION NO. 24-345

APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ROSEVILLE AND THE ROSEVILLE CITY SCHOOL DISTRICT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Memorandum of Understanding for the After School Education and Safety (ASES) Program, between the City of Roseville and the Roseville City School District, 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 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

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF ROSEVILLE AND
THE ROSEVILLE CITY SCHOOL DISTRICT REGARDING
THE AFTER SCHOOL EDUCATION AND SAFETY PROGRAM

THIS AGREEMENT is made and entered into this ____ day of _____, 2024,
by and between the City of Roseville, a municipal corporation ("CITY"), and the Roseville City
School District, an elementary school district ("DISTRICT").

WITNESSETH:

WHEREAS, DISTRICT obtained a grant from the California Department of Education for
low income after school programming; and

WHEREAS, DISTRICT desires to offer an after school tutoring and enrichment program
at the school sites of Cirby Elementary and Woodbridge Elementary, known as the After School
Education and Safety (ASES) Program; and

WHEREAS, CITY currently operates after school daycare at these two school sites; and

WHEREAS, the parties desire to jointly administer the ASES Program at Cirby
Elementary and Woodbridge Elementary using the grant funding.

NOW, THEREFORE, the parties agree as follows:

1. CITY Responsibilities. CITY shall:
 - a. Provide school tutoring and enrichment program for up to 120 students at

Cirby Elementary and for up to 100 students at Woodbridge Elementary.

b. Provide a program coordinator, up to ten (10) recreation specialists and two (2) enrichment instructors at Cirby Elementary.

c. Provide a program coordinator, up to eight (8) recreation specialists and two (2) enrichment instructors at Woodbridge Elementary.

d. Provide training for staff members as appropriate.

e. Conduct background checks, fingerprinting and medical screenings of all staff as required by the California Education Code.

f. Provide supplies for use in the enrichment component of the ASES Program. The costs of these supplies will be included in the invoices from the CITY.

g. Submit invoices to the DISTRICT for CITY incurred ASES program costs, such as resources and supplies, four times a year, no later than October 30, December 31, March 31 and June 30. Provided, however, that the amount of the invoices cannot exceed the amount of grant funding received by the DISTRICT each year. In no event shall compensation to CITY exceed three hundred five thousand dollars (\$305,000) for services provided by CITY pursuant to this agreement.

h. Be responsible for custodial services and utilities for any CITY facilities used for the ASES Program.

2. DISTRICT Responsibilities. DISTRICT shall:

a. Provide facilities at the school sites for the purpose of the ASES Program. DISTRICT will make every effort to provide facilities or classrooms which are dedicated to the ASES Program, but the ASES Program may be held in classrooms or facilities which are used during the regular school day.

- b. Provide curriculum for use in the tutoring component of the ASES ‘
Program.
- c. Be responsible for custodial services and utilities for any DISTRICT
facilities used for the ASES Program.
- d. Be responsible for ASES grant administration, including all reporting and
evaluations.
- e. Provide the daily snack for the students in the ASES Program that meets
healthy snack standards as required.
- f. Assist with the recruitment of students into the ASES program.
- g. Act as the fiscal agent for the grant monies, and pay outstanding invoices
for the ASES Program to CITY within thirty (30) days after receipt.
- h. Assist with parent communication regarding student behavior and
attendance.

3. Term. The term of this Agreement shall begin on August 8, 2024 and terminate on May 30, 2025. The parties understand that this Agreement shall be contingent upon continued funds being granted by the California Department of Education for the ASES Program and that failure by the DISTRICT to obtain such grant funding will result in this Agreement being terminated.

4. Bi-Annual Review. In January of 2025 and June of 2025, the parties will meet to evaluate the terms of this Agreement and to discuss potential revisions.

5. Indemnification. Each party shall defend, indemnify, and hold the other party (and its respective officers, agents and employees, while acting as such) harmless from liability the other party, its officers, agents, and employees of from all claims, damages, costs, liabilities, or

expenses which any of them shall become obligated to pay by reason of liability imposed by law because of injury to or death of persons or damage to property caused or resulting from or arising out of the party'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 the other party's sole or active negligence. The parties intend that this provision shall be broadly construed.

6. Insurance. Both parties agree to maintain in full force and effect, at a minimum, the following policies of insurance during the term of this Agreement.

COVERAGE

Workers Compensation

Commercial General Liability

LIMITS OF LIABILITY

Statutory

Bodily Injury:

\$1,000,000 each occurrence

\$2,000,000 aggregate

Property Damage:

\$1,000,000 each occurrence

Personal Injury: \$1,000,000 each occurrence

\$2,000,000 aggregate

Both parties shall name the other party as an additional named insured on such insurance policy. Both parties shall provide the other party with proof of insurance coverage, or evidence of self-insurance, prior to commencement of any services under this Agreement.

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

8. Assignment. Neither party shall assign or transfer any interest in this Agreement nor the performance of obligations hereunder without the prior written consent of the other and any attempt to so assign this Agreement or any rights, duties, or obligations arising hereunder shall, at the option of the non-assigning party, be void and of no effect.

9. Independent Contractor. CITY and DISTRICT shall, in the performance of their respective obligations under this Agreement, act as independent contractors and shall not be officers, agents, or employees of the other.

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

11. Termination of Agreement. Either party may terminate this Agreement at any time upon giving ninety (90) days advance written notice to the other party; provided, however, that once an ASES Program session has started, this Agreement cannot be terminated and must continue through the end of that program session.

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

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

CITY OF ROSEVILLE
Kate Rebello
PRL Superintendent
316 Vernon Street, #400
Roseville, CA 95678

DISTRICT
Rachael Peck
Director of Educational Services
1050 Main Street
Roseville, CA 95678

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

14. Modification. This Agreement and each provision contained herein may be

waived, amended, supplemented, or eliminated only by mutual written agreement of the parties.

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

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 2024, and DISTRICT has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

ROSEVILLE CITY SCHOOL DISTRICT,
an elementary school district

BY: _____
DOMINICK CASEY
City Manager

BY: _____
DERK GARCIA
Superintendent, Roseville City
School

ATTEST:

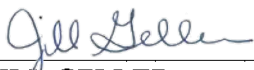
BY: _____
CARMEN AVALOS
City Clerk

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
JILL GELLER
Parks, Recreation and Libraries Director



COUNCIL COMMUNICATION

CC #: 3587

File #: 0800-04 & 0214

Title: Rubberized Pavement Grant Program - Grant Authorization

Contact: Jesse Khatkar 916-774-5434 jkhatkar@roseville.ca.us

Meeting Date: 10/16/2024

Item #: 7.14.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager or his designee to submit a Rubberized Pavement Grant Program application to the California Department of Resources Recycling and Recovery (CalRecycle) for the Rubberized Pavement Grant Project Cycle 17 Fiscal Year 2024-2025 and to execute all related forms and agreements.

BACKGROUND

The City operates a proactive street preventative pavement maintenance program designed to seal, protect, and preserve the underlying pavement of a road by placing relatively affordable asphalt resurfacing products. Preventative maintenance surface treatments provide a waterproof membrane to protect the existing asphalt surfaces and extend the life of the underlying pavement.

The Fairway Dr and Junction Blvd Resurfacing Project will resurface segments of the respective roadways between Blue Oaks Blvd & Stanford Ranch Rd and Washington Blvd & Foothills Blvd. The project includes removal and replacement of small areas of failed pavement and the application of preventative maintenance surface treatments on the roadways along with other minor civil improvements. The estimated useful life of these improvements is 7 to 10 years. Construction is scheduled to begin in the summer of 2025 and will continue through the end of the year.

CalRecycle recently released a Notification of Funding Opportunity (NOFO) for the Rubberized Pavement Grant Program. The grant program is a competitive one that provides funding for projects that promote markets for Rubberized Asphalt Concrete (RAC) products with crumb rubber derived from only California-generated waste tires. Staff believes the Fairway Dr and Junction Blvd Resurfacing Project will compete well for this funding, given the nature of the work being performed, and requests the Council's authorization to apply for these funds.

FISCAL IMPACT

The project is estimated to cost \$3,534,000 and is funded by the Roseville Finance Authority

Capital Project Fund, from community facility district bond refunding savings, and Regional Surface Transportation Grant Funds. If awarded the Rubberized Pavement Grant, this would allow the City to preserve \$100,000 of Roseville Finance Authority Capital Project Funds for another project. No General Fund resources are included on this project.

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)).

The submission of the grant application meets the above criteria and is not subject to CEQA. NO additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

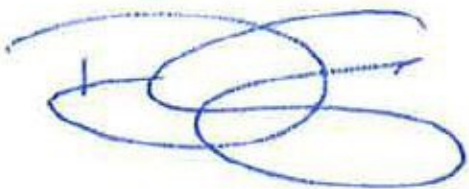
Goal A - Remain fiscally responsible in a changing world

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Jesse Khatkar, Associate Engineer

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-351

RESOLUTION NO. 24-351

APPROVING A GRANT APPLICATION TO THE CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY, AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ALL RELATED FORMS AND AGREEMENTS ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, the City operates a proactive street preventative pavement maintenance program designed to seal, protect, and preserve the underlying pavement of a road by placing relatively affordable asphalt resurfacing products; and

WHEREAS, the California Department of Resources Recycling and Recovery (CalRecycle) recently released a Notification of Funding Opportunity (NOFO) for the Rubberized Pavement Grant Program; and

WHEREAS, staff recommends City Council approval of the submittal of a CalRecycle grant application.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Roseville hereby approves the grant application to the California Department of Resources Recycling and Recovery and that the City Manager or his designee is authorized to execute all related forms and agreements 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:

ATTEST:

MAYOR

City Clerk



COUNCIL COMMUNICATION

CC #: 3592
File #: 0600-05

Title: Succession Management Program - Professional Services Agreement
Contact: Janie Carduff 916-774-5205 jcarduff@roseville.ca.us

Meeting Date: 10/16/2024
Item #: 7.15.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve a professional services agreement with Baker Tilly Advisory Group, LP for the development and implementation of a Succession Management Program for the Environmental Utilities (EU) and Electric Departments, and other related services contemplated therein, and authorize the City Manager to execute the agreement.

BACKGROUND

Approximately thirty percent of the current workforce will be eligible to retire within the next three (3) years and at least half of the department heads in the next 5 years. As such, for continuity of City operations and the ability to continue to provide efficient and effective services to our residents, it is critical that the City develops and executes a strategy to prepare for retirements and separations and engage in a robust workforce planning process. The City solicited proposals on June 17, 2024, for the services of a consultant with expertise in succession planning and the ability to create processes that will (1) capture and preserve institutional knowledge of City of Roseville procedures and practices to prevent the loss of critical knowledge and skills; and (2) develop a talent/gap assessment and a succession plan to ensure that employees are being developed for key positions and leadership roles. The proposals received in response to the Request for Proposals (RFP) #11-016, were evaluated based on completion of the proposal, experience, qualifications of the firm and proposed staff/sub consultants, understanding of the project, cost of services, and project approach and schedule.

The City selected Baker Tilly Advisory Group, LP to provide a creative, comprehensive, and state of the art, professional succession management program for the EU and Electric Departments and provide a framework or model for continuous succession management that can be implemented, in a sustained manner, by internal City staff in other City departments. The professional services agreement includes three (3) optional one (1) year renewals and, if services are required past the initial term, staff will return to Council for approval.

FISCAL IMPACT

The EU, Electric, and Human Resources Departments have included funds in their FY2024-25 budgets for this program. The not-to-exceed amount of the agreement is \$128,900 per their cost proposal plus \$25,000 for additional work for templating materials and information for other departments. No additional funds are being requested.

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)). The adoption of this resolution and approval of this agreement is not subject to CEQA. No additional environmental review is required.

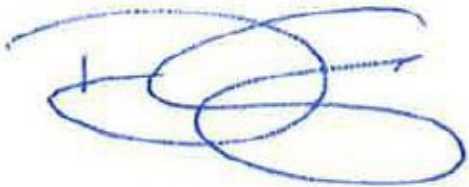
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal E - Deliver exceptional city services

Respectfully Submitted,

Janie Carduff, Assistant Human Resources Director

Stacey Peterson, Human Resources Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-357

PSA Agreement - Baker Tilly

RESOLUTION NO. 24-357

APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE
CITY OF ROSEVILLE AND BAKER TILLY ADVISORY GROUP, LP, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT
ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a professional services agreement for Succession Management Program, by and between the City of Roseville and Baker Tilly Advisory Group, LP, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement, and other related services contemplated herein, 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 _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

Succession Management Program

THIS AGREEMENT is made and entered into this ____ day of _____, 20__,
by and between the City of Roseville, a municipal corporation (“CITY”), and Baker Tilly
Advisory Group, LP, a Delaware limited partnership (“CONSULTANT”); and

W I T N E S S E T H:

WHEREAS, CITY issued Request for Proposal #11-016 for professional services
consisting of development and implementation of a Succession Management Program for the
Environmental Utilities and Electric Departments, and materials to replicate the same in other
City departments; and

WHEREAS, CONSULTANT has prepared a response to the Request for Proposal dated
on July 25, 2024, which describes the scope of services, updated on August 29, 2024, to be
performed by CONSULTANT, and the hourly rates for performance of such services; and

WHEREAS, CONSULTANT is qualified and experienced to provide professional
services.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement shall commence upon execution and expire on
October 15, 2025. The City Manager may, in his or her discretion, elect to extend the
Agreement in one (1) year increments for up to an additional three (3) years by giving

CONSULTANT thirty (30) days advance written notice of each optional one (1) year renewal. Such extensions shall be memorialized by a written amendment to this Agreement.

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

3. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the budget estimate as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Total compensation shall not exceed one hundred fifty-three thousand, nine hundred dollars (\$153,900).

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

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

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

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

Notwithstanding the foregoing, CITY hereby releases CONSULTANT and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the services that arise from or relate to any information, including representations by management, provided by CITY, its personnel or agents, that is not complete, accurate or current.

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

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

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

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

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

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

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

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

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

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

6. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or expiration of this Agreement. CONSULTANT shall include this provision in its contracts with all subcontractors.

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

8. Prevailing Wages. When applicable, for purposes of this Agreement, CONSULTANT and its subcontractors shall comply with all applicable prevailing wage laws, e.g., but not limited to, California Labor Code Sections 1770 et seq. In accordance with said Section 1775, CONSULTANT shall forfeit as a penalty to the City two hundred dollars (\$200) for each calendar day or portion thereof for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any work done on-site under the

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

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

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

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

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

11. Public Contracts: Conflicts of Interest. CONSULTANT's duties and services under this Agreement shall not include preparing or assisting CITY with any portion of the CITY's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with CITY. CITY shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. CONSULTANT's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONSULTANT shall cooperate with CITY to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by CONSULTANT pursuant to this Agreement.

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

13. The Levine Act Disclosure. The Levine Act (Govt. Code, Section 84308) requires a Party (and its agent(s), if any) to a Proceeding before the City of Roseville that involves any action or consideration related to their contract, license, permit, or other entitlement for use, to disclose any campaign contributions made to CITY elected or appointed officers totaling more than \$250 within the twelve (12) months prior to the CITY decision and while a proceeding is pending, and includes certain prohibitions on contribution activity thereafter. If applicable campaign contributions have been made by CONSULTANT and/or its agent(s),

CONSULTANT is responsible for compliance, including for its disclosure obligations, if any, as further described at:

https://www.roseville.ca.us/government/departments/city_clerk/transparency/levine_act.

14. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY. CONSULTANT may, but with prior written notice and consent of CITY, assign and transfer this Agreement and any Statement of Work to any successor that acquires all or substantially all of the business or assets of CONSULTANT by way of merger, consolidation, other business reorganization, or the sale of interests or assets.

15. Independent Contractor. CONSULTANT, inclusive of its agents, officers, employees, volunteers, independent contractors, and subcontractors, shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

CONSULTANT and CITY agree that: (a) CONSULTANT is free from the control and direction of CITY in connection with the performance of the work; (b) CONSULTANT is providing services directly to CITY; (c) CONSULTANT has and will maintain at all relevant times a business license; (d) CONSULTANT maintains a business location that is separate from CITY; (e) CONSULTANT is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONSULTANT actually contracts with other businesses to provide the same or

similar services and maintains a clientele without restrictions from CITY; (g) CONSULTANT advertises and holds itself out to the public as available to provide the same or similar services; (h) CONSULTANT provides its own tools, vehicles, and equipment to perform the services; (i) CONSULTANT has negotiated its own rates; (j) CONSULTANT set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONSULTANT has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement. Though the services may include CONSULTANT's advice and recommendations, all decisions regarding the implementation of such advice or recommendations shall be the responsibility of, and made by, CITY.

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

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

18. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire,

CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT for CITY in its performance under this Agreement. "Material" constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible material and expressions created by CONSULTANT specifically for CITY as a deliverable under this Agreement, including but not limited to, drawings (including computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

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

Notwithstanding the foregoing, CONSULTANT will maintain all ownership right, title and interest to all of "Consultant's Knowledge". For purposes of this Agreement "CONSULTANT's Knowledge" means CONSULTANT's proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by CONSULTANT prior to the Effective Date of this Contract ("CONSULTANT's Preexisting Knowledge") (2) developed or obtained by CONSULTANT after the Effective Date, including during the course of providing services under this Contract, but: (i) which are developed or obtained without using CITY's Confidential Information or data, or (ii) which CITY has not paid

for such development; and (3) extensions, enhancements, or modifications of CONSULTANT's Preexisting Knowledge which do not include or incorporate CITY's Confidential Information or data. To the extent that any CONSULTANT Knowledge is incorporated into the Deliverables, CONSULTANT grants to CITY a non-exclusive, paid up, perpetual royalty-free worldwide license to use such Consultant Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of CONSULTANT.

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

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

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

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.

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

CITY OF ROSEVILLE

Jaine Carduff
Assistant Human Resources Director
311 Vernon Street
Roseville, CA 95678

CONSULTANT

Caitlin Humrickhouse
Principal
5020 Franklin Drive
Pleasanton, CA 94588

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

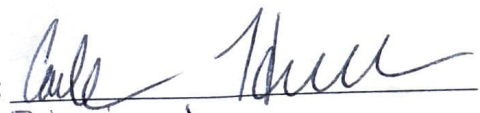
24. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

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

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
DOMINICK CASEY
City Manager

BAKER TILLY ADVISORY GROUP, LP,
a Delaware Limited Partnership

BY: 
its: Principal
and

(SIGNATURES CONTINUED ON NEXT PAGE)

ATTEST:

BY: _____
its: _____

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
STACEY PETERSON
Human Resources Director

EXHIBIT “A”

Tab D: Project understanding

We blend technology with the wisdom of our team members to deliver quality and insights. Our succession management program offerings unravel the complexities of the public sector industry to reveal opportunities waiting to be explored.

Creating a customized service plan unique to the City of Roseville

Achieving exceptional results requires a tailored approach. The City is a one-of-a-kind organization with unique risks, challenges and opportunities and our service plans reflect that. We customize our succession management service methodologies to fit your specific needs and find new ways to address your challenges.

Your goals, culture and the distinctive factors that impact your industry will play a role in shaping our approach. Our deep understanding of the public sector industry and knowledge of the City's unique needs will fuel our dedication to helping you achieve your goal to:

- Develop a comprehensive program;
- Implement the program in the environmental utilities and electric departments; and
- Provide training, materials and strategic plans for City staff to replicate the program in other City departments.

Baker Tilly employs a proven framework for your project, including the appropriate components necessary for client involvement, approval and sign-off on key project activities and deliverables. We also position your project to ensure you have the tools and information you need to realize the return on your investment effectively after we have completed the engagement. Our innovative approach puts strategy first, focusing on your organization's long-term goals and ensuring that your workforce succession planning supports these objectives. We help you identify and develop future leaders to achieve future leaders to achieve sustainable growth and success. Additionally, we equip your staff with the training, and materials needed to replicate the program across other City departments, ensuring continuity and lasting impact.

Tab E: Project plan

The most effective solutions are born from a deep industry understanding. Our decades-long record of serving the public sector industry is how we'll achieve succession planning for the City of Roseville.

Scope of work

Baker Tilly's successful workforce succession planning approach will identify staffing resource needs and competency commonalities and specializations needed for key positions across the environmental utilities (EU) and electric departments. The assessment will identify best uses of resources for internal talent pool training, coaching and external search strategies to develop a comprehensive workforce succession plan. Baker Tilly will partner with City management team to assess the current workforce succession planning practices and develop a workforce succession planning methodology to develop core competencies, optimize professional development for workforce succession planning candidates, consider existing recruitment strategies and integrate performance management and training programs.

Our workforce succession planning approach identifies opportunities to streamline workforce succession planning into human capital annual practices, clearly identify the roles and responsibilities of the management team and creates a cyclical approach that prioritizes resources and informs human capital needs for today and future planning.

Phase 1—Project planning and management

This step includes those tasks necessary to solidify mutual understanding of the project scope, objectives, deliverables and timing as well as ensuring that appropriate client and consultant resources are available and well-coordinated.

1.1—Confirm scope, objectives and timing

This task includes a planning and coordination meeting with the project steering committee within the City. The following subtasks will be completed:

- **Finalize project design**—The activities will be to:
 - Identify communication channels and reporting relationships/responsibilities of project staff
 - Assign key responsibilities
 - Review and confirm study timelines
 - Review and confirm products to be delivered including expectations regarding the form and level of detail

These meeting(s) will also help establish the desired working relationship between the City and the consulting team. This will include day-to-day interactions with the staff responsible for managing services provided under the contract.

- **Review work plan**—The proposal objectives, scope and approach will be reviewed as well as consultant assignments and specific schedules for the project tasks. We will also prepare an information request listing key documents to be collected and will identify individuals for interviews.
- **Arrange logistics/administrative support**—Matters to be addressed include schedules for interviews and data collection, workspace and support requirements, specific dates for status reports, contact persons, any remaining contractual matters, etc.

We are sensitive to your busy schedule and competing deadlines. We begin every engagement with a mutually agreed-upon timeline. Using that timeline, we develop and commit to a customized client service plan to ensure there are no surprises along the way. The service plan, when finalized and approved by you, serves as a communication and monitoring tool for both of our teams. Other strategies include:

- **Working backward from your identified due dates**—Meeting your deadlines is our number one priority and we take significant pride in making sure that there are never any surprises. Like the City, Baker Tilly recognizes that a surprise-free approach is critical to building trust.
- **Taking an integrated process perspective first, supported by enabling technology**, because we have witnessed the challenges when a project is driven in functional silos or with a sole focus on technology. This includes maintaining the right strategic focus coupled with practical/pragmatic execution orientation, which enables our team to be action oriented as needed.
- **Building trust through hands-on principal and experienced manager involvement**—Unlike other large firms, Baker Tilly commits to principal and experienced manager involvement on every engagement. Your principals and experienced managers will actively lead the delivery to support responsiveness, resolve challenges and build trust.
- **Flexibility and an ability to “hit the ground running”**—This is critical for supporting the City with various projects. We stand ready to serve you when you need us, where you need us, for as long as you need us. We are here for you.
- **Setting a clear plan of action**—Through our client service timeline, we work to keep members of your team informed and updated on any open items and the status of your projects at all times.
- **Regular communication with management**—In addition to our formal communication plan, we place emphasis on sharing knowledge of the latest regulatory changes and imparting best practice insight.

1.2—Develop stakeholder outreach and engagement plan

Based on information developed through the initial kickoff meetings, the Baker Tilly team will draft and review a plan for the engagement and involvement of the project sponsor and other specific stakeholder interests and groups. The engagement plan will list the various internal stakeholder interests and groups, suggest engagement methods for each, identify those accountable for completion of the proposed engagement activities, propose a tentative implementation schedule and conclude with execution activities.

Key activities

- Conduct virtual project kickoff meeting
- Develop project schedule and key milestones
- Confirm list of stakeholders and engagement approach
- Identify, schedule and invite participants in collaboration with the City

Phase 2—Gather information, conduct preliminary workforce succession planning analysis and develop staffing model

In this phase, Baker Tilly will develop a comprehensive understanding of the current state of the City's workforce through data analysis and meetings with the project sponsors and other relevant stakeholders. Our objectives are to identify key workforce trends, potential gaps and areas for improvement.

We will incorporate employee census and vacancy data to custom-build a dashboard using Power BI that visualizes key data points and trends. Baker Tilly will analyze the City's workforce data in context of upcoming retirement eligibility, turnover rates and other applicable employee census demographics (as available) to ensure all formulas and system output data is properly formatted for future use.

Task 2.1—Review background information

- Organization budget, strategic plan and capital improvement plan
- Organizational structure
- Staffing levels by position for the department
- Position descriptions
- Workforce succession planning service technology
- Relevant policies, procedures or employee handbooks
- Recruitment, training and development programs
- Key performance indicators and operating metrics
- Collective bargaining agreements
- Previous studies conducted in the last three years
- Other relevant information

Task 2.2—Design and administer gap analysis/workload questionnaire

Our first point of engagement with the employees will be through issuing a survey to managers and above to allow them to share their division's workload and responsibilities. The survey is customizable and created in coordination with the project sponsors. We will review a draft with you before finalizing it and send the questionnaire to you to distribute to your team. Each of these will be returned to Baker Tilly for analysis. The survey may request the respondent to provide:

- Strengths, opportunities and challenges the department and the individual faces to meet City and department goals
- 5-7 primary responsibilities and estimated percent of their time to conduct the work
- Desired additional training and development to up-skill and better contribute to the department
- Future plans and major projects
- Strengths and challenges with existing technology platforms

Baker Tilly will use the survey responses, the position job descriptions and additional information provided to inform of future meetings. The consultant team will also aggregate survey responses to identify common themes across the organization to inform future reporting.

Task 2.3—Workforce data analysis

- Review provided background data and documentation to develop an understanding of the organization environment and employment policies.
- Develop the Power BI dashboard to analyze a three-year history of position data to identify high turnover positions by department and division (dependent on available data).
- Develop the Power BI dashboard to analyze current employee census data, segregating data by department, division and association affiliation (if applicable). Baker Tilly will manipulate the data and build formulas to incorporate retirement eligibility and identify potential vacancies in the coming five years.

Task 2.4—Conduct executive visioning meeting (remote)

Conduct an executive visioning meeting with the executive team to gain a comprehensive understanding of the strategic objectives and needs of the departments. This session will guide our project outcomes to ensure seamless alignment with the City's overarching goals and priorities. By engaging with key decision-makers at the executive level, we aim to foster a deep appreciation for Roseville's unique challenges and opportunities, thus allowing us to tailor our approach for maximum impact and relevance.

Task 2.5—Onsite interviews

Your project team is comprised of both workforce succession planning generalists and subject matter specialists. The project managers only work with the public sector and are familiar with public sector operations and responsibilities. Our subject matter specialists are former practitioners who know the demands specific to areas. Each of our team members and the overall project leadership have a wide range of experience and expertise allowing us to look at the City from different perspectives. Our team members strengthen our ability to create solutions uniquely designed for the individual project.

Baker Tilly will collaborate with the project steering committee to develop the interview schedule. Our proposed structure and approach for meetings include:

- Begin with one-on-one meetings with human resource representatives to understand current workforce succession planning approach, gaps and challenges.
- Meet with department managers and above to discuss department and division priorities, staffing challenges, gaps in services or skillsets and daily responsibilities.

Our questions will focus on strategic goals and priorities, exploring the structure and roles and responsibilities to gain a comprehensive understanding of the City's needs and challenges.

Key activities and deliverables

- Ongoing status reports or meetings
- Workload questionnaire
- Workforce data analysis (retirement eligibility and vacancies) and dashboard
- Executive leadership visioning meeting
- Onsite meetings with human resources and department staff

Phase 3— Conduct talent pool discussions

Building upon the seven existing citywide core competencies, Baker Tilly will integrate the competencies into a 9-box evaluation template in collaboration with the project steering committee. The 9-box grid will be crafted to effectively assess employee potential and performance. We will guide department leadership meetings to assess candidates for internal pool placement. These discussions are crucial for pinpointing candidates ripe for further development and gauging their readiness for workforce succession planning. Additionally, they will help identify roles requiring external recruitment efforts. An internal candidate pool list per key position will be compiled, encompassing various divisions and departments, based on insights from leadership and management meetings. Our process includes:

- Developing a comprehensive 9-box employee assessment grid with City core competencies integrated
- Conduct 9-box facilitation across meetings with the department leadership
- Validate our findings and presenting them to the project steering committee virtually

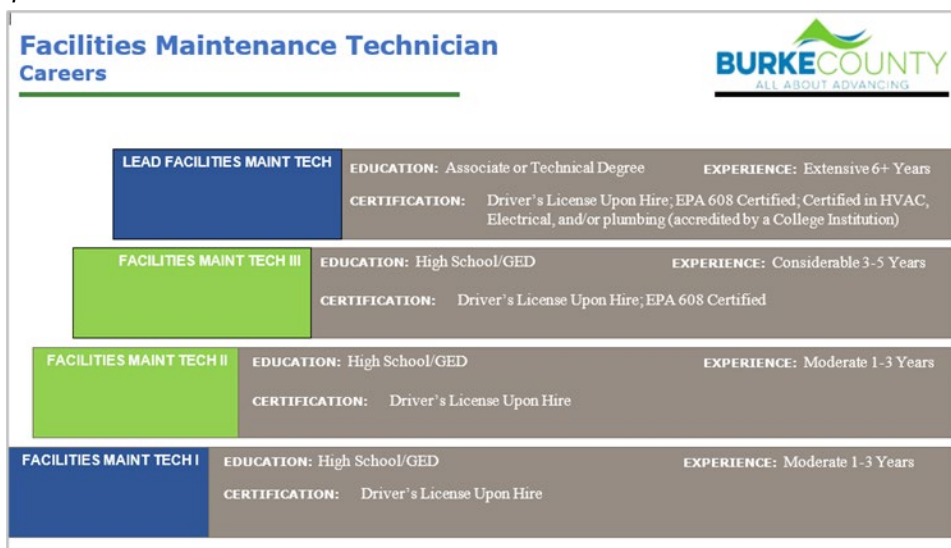
Key activities and deliverables

- 9-box employee assessment grid
- Facilitated 9-box employee assessment sessions with department leaders
- Full workforce potential/performance evaluation
- Validation meeting with project steering committee

Career ladders

Baker Tilly can develop career ladders to help the client demonstrate upward mobility within different job families for each department. Once one-on-one individual meetings with the department leadership is complete with soft and technical skills confirmed, we will establish a hierarchy of the client's jobs to identify existing career progressions and develop new ones, as needed.

Sample career ladder deliverable



Phase 4—Reporting

We will prepare a draft report that comprehensively details our methodology, analysis of relevant issues, and recommendations, encompassing the identification of leadership requirements and human capital gaps, and the formulation of a roadmap for sustainable growth. Additionally, our draft recommendations will propose strategies aimed at enhancing identified strengths, addressing weaknesses and bridging management gaps, while exploring methods to retain institutional knowledge effectively and align workforce succession planning goals with broader service objectives.

The draft report will give the project steering committee (and others at the department's discretion) an opportunity to review and comment on our detailed analysis before the final report is prepared. We take pains to ensure our recommendations are organized in an easy-to-understand format and presented in a positive manner.

In addition to identifying industry software tools for future use, the report includes tools for human resources staff to replicate the program in other departments. One such tool is the talent profile template for employees and managers to use for ongoing coaching and a multi-year implementation plan. This will include:

- Instructions for use of the talent profile template to facilitate individual development (or identification to incorporate the concept of the talent profile into an existing workforce succession planning platform) with workflow diagram through each phase
- Employee level differentiation needs for coaching and development
- External resources for potential partnership for skills and qualifications development

Additionally, the report will include a knowledge transfer template that serves as a transition plan documenting vital institutional knowledge and ensuring a seamless handover to successors.

We take several discrete steps to ensure quality control. The first is to prepare a draft report for the City leaders to review to ensure that facts are accurate, and ideas are presented clearly. Baker Tilly retains responsibility for our professional recommendations, but we expect that vetting the draft report with management improves its utility. In addition to vetting the report for accuracy, the draft review provides an opportunity to discuss the recommendations and to identify implementation considerations. Baker Tilly is committed to recommending actions that result in meaningful operational improvements and can be implemented in the real world. After comments are received, the final project report will be prepared, peer reviewed and then transmitted to you.

Key activities and deliverables

- Final report includes observations and recommendations
- Implementation framework
- Draft report meeting
- Final report delivery

Optional activities

In addition to our core services, we offer three optional activities designed to further enhance your workforce succession planning efforts. These activities can be tailored to your specific needs, with two of them budgeted based on the unique requirements of the client, while one includes an estimated fee.

Organizational structure assessment and staffing model development

As an optional activity, we offer a comprehensive structure and staffing analysis to optimize the City's organizational configuration and staffing levels. This includes analyzing department structures using data from interviews and position analysis questionnaires to identify alignment areas, potential gaps and opportunities for improvement. We will develop organization charts of the current and proposed structures and consider alternative organizational structures and service delivery models. Our analysis aims to ensure that the current setup is optimized for both present and future needs, enhancing overall efficiency and effectiveness.

Additionally, we will perform a detailed staffing analysis against industry standards and departmental objectives. This includes a peer comparison with up to five selected peer agencies, providing insights into appropriate span of control limits and support staffing levels. Based on our findings, we will develop a robust staffing model using Excel architecture, featuring a dashboard and variable factors to maximize utility. The optional fee for this comprehensive structure and staffing analysis service would be \$35,000.

Position shared skills

As an optional enhancement, we offer the utilization of a specialized website, starsights.org, designed to identify positions in the broader market that require similar skills. This tool aids in enhancing your recruitment efforts by pinpointing comparable roles across various industries, allowing for more targeted and effective marketing strategies. We will complete these services for each of the critical positions identified in phase two. This approach not only broadens your recruitment reach but also ensures that

your marketing efforts resonate with potential candidates who possess the necessary skills to excel in your organization. The optional fee for this service would be \$5,000.

Executive recruitment

Effective succession planning requires a pipeline of talented leaders who can step into key roles as needed. Our executive recruitment service focuses on identifying and attracting top talent to ensure your leadership team remains strong and capable. We will start by collaborating with your organization to understand the specific skills, experiences and qualities needed for your executive roles.

Our recruitment process includes targeted outreach, comprehensive candidate assessments and rigorous interview processes to identify the best candidates. We leverage our extensive network and industry expertise to attract high-caliber individuals who align with your organizational culture and strategic goals. Throughout the recruitment process, we will provide regular updates and detailed reports on candidate progress. A detailed budget for this service can be provided upon request.

Executive coaching

Investing in the development of your leadership team is essential for fostering a cohesive and high-performing organization. The executive coaching program, working with designated individuals will outline the expectations of the coaching engagement (as defined by the directors of the EU and Electric departments) and then create a coaching work plan.

The coaching plan will contain goals for professional development and a schedule of follow-up coaching. The executive coaching sessions are interactive and engaging and will be conducted via Microsoft Teams. Typically, we will start by conducting in-depth interviews and then use a self-assessment to gauge initial feedback about skills and abilities. All of this information will be used to create an individualized executive coaching work plan to guide the individual being coached toward future professional development in alignment with the director's expectations. A detailed budget can be provided upon request.

Timing is everything, so we'll meet or beat the City's deadlines

They say time is money. We agree. That includes the City's time and your own. Every moment holds opportunity, and we make the most of each moment together. Adding value. Supporting your goals. And always delivering your services on time or ahead of schedule.

The chart below represents our customized approach to deliver succession planning services to the City on time. And it's just our starting point. We'll collaborate closely with you to finalize a client service plan that meets all your needs — especially your timing.

ACTIVITY	SEP	OCT	NOV	DEC	JAN	FEB
Phase 1 — Project initiation						
Phase 2 — Gather information and conduct preliminary workforce analysis						
Phase 3 — Talent pool identification and career ladder development						
Phase 4 — Reporting						

OUR COMMITMENT TO THE CITY OF ROSEVILLE

Working closely with you and your team, we will co-develop a timeline to deliver on time or ahead of schedule.

EXHIBIT “B”

Tab F: Cost proposal

When we say value, we mean achieving your objectives and imagining new ones. We mean sharing industry insights, gaining efficiencies and directing our best resources to the City of Roseville.

Sharing our transparent fee estimate

The City's fee estimate is based on what we've learned is important to you. We'll go beyond what's expected to deliver a return on your investment. We have prepared a **not-to-exceed service fee and expenses estimate of \$128,900** for phases one through four based on the needs and objectives you have shared and our experience conducting similar engagements with public sector clients. A detailed budget of the optional activities can be provided upon request.

The City will receive service from dedicated, experienced staff who work with you toward your goals, providing high value for fees. Your project managers will work with the City to modify the scope to fit the budget as needed, communicate any anticipated budget impacts to work with the City's monetary constraints and proactively communicate budget changes for out-of-scope service requests. Baker Tilly can revise the proposed budget to a not-to-exceed structure upon request.

Please refer to the table below for a breakdown of project phases and estimated associated costs.

SERVICES FOR THE CITY OF ROSEVILLE	FEES AND EXPENSES
Phase 1 — Project planning and management	\$15,600
Phase 2 — Gather information and conduct preliminary workforce analysis	\$31,200
Phase 3 — Talent pool identification and career ladder development	\$48,800
Phase 4 — Reporting	\$33,300
TOTAL FOR CORE SERVICES	\$128,900

OUR TRANSPARENT, FAIR FEE ESTIMATE

The City of Roseville can expect a competitive fee arrangement and continuous value.

No unnecessary charges

You won't see add-on charges for routine calls, emails or quick consultations. They're included in our fees because we're here to earn your trust. If your need is out-of-scope, we'll never perform additional work unless you give us the go-ahead. Our final billing will always be based on the value we deliver to you.

Key assumptions

We based our fee estimate on your needs — and it's just that — an estimate. If any of the assumptions below change, we'll share any new requirements, budgetary considerations and options.

ASSUMPTIONS	
- Adequate support, preparedness, cooperation and feedback from management - The City will provide resources to assist with coordination activities such as scheduling, gathering contact information and securing project team space - Appropriate staff will be available per the agreed-to schedules	- Baker Tilly will have access to, and be provided with, electronic or other readily available data, without the need to conduct data extraction - Information will be provided within the specified timeframes and format - No significant changes in scope

Delivering services above the standard — at standard hourly rates

When you need us, we step in to help, even outside the scope of our engagement. If the service you need is out-of-scope, we'll let you know and get your approval. Whenever possible, we'll give you an estimate in advance, outlining the time and expense we believe we'll need to achieve your objectives.

Any fees will be based on our standard rates shown below. Before we send a final invoice, we confirm that you've received the value you deserve.

STANDARD HOURLY RATES	
Staff level	Hourly rates
Principal	\$575
Director	\$475
Senior manager	\$385
Manager	\$295
Senior	\$230
Staff	\$185

DELIVERING BEYOND THE STANDARD

When the City of Roseville needs additional services, we're flexible and accessible, standing ready to serve your needs beyond the scope of our engagement.

Affirming our commitment to the City of Roseville

Our team will always look for a better way to help you stay ahead of every curve on our journey together.

 A team that knows your landscape Your team has worked with similar clients and will hit the ground running	 Eyes on the horizon We will share proactive ideas, industry insights and educational opportunities	 Commitment to cost control We won't send surprise bills or add unnecessary charges	 Staff continuity Our commitment to our people ensures you'll have a consistent team with consistent knowledge of your needs	 Ahead of the curve Our innovative technology keeps you at the forefront of communication, efficiency and compliance
 Resources around the globe You'll have access to specialists across the nation and around the world	 Wide-open communication Expect frequent check-ins and prompt responses to your questions	 Solutions scaled for you Our service plans are flexible and collaborative, crafted for your unique needs	 Principal support You'll always work with experienced team members who bring big-picture perspectives	 Unlimited potential Our services grow with your needs and evolve as you do

ABOVE ALL, OFFERING INFINITE POTENTIAL

Going above and beyond to exceed the City's expectations is important to us.



COUNCIL COMMUNICATION

CC #: 3588

File #: 0214 & 0721

Title: Sacramento Emergency Clean Air Transportation Grant - Agreement Amendment

Contact: Ed Scofield 916-774-5449 ecscofield@roseville.ca.us

Meeting Date: 10/16/2024

Item #: 7.16.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a contract term extension for a Sacramento Emergency Clean Air Transportation (SECAT) grant.

BACKGROUND

On November 28, 2018, the City Council approved a resolution authorizing the City Manager or his designee to submit a SECAT grant application and to execute all related forms and agreements to purchase up to four zero-emission electric buses. Roseville was successful with this grant request and was awarded \$400,000 in SECAT funds to help pay for these zero-emission buses. Staff executed a contract with the Sacramento Metropolitan Air Quality Management District (SMAQMD) to provide these funds. This contract terminates on December 31, 2024. Due to circumstances beyond staff's control, the delivery of these zero-emission buses has taken longer than expected and it has become necessary to extend the termination date to December 31, 2028.

FISCAL IMPACT

There is no fiscal impact if the contract extension is executed. If the contract extension is not executed, staff will have to identify \$400,000 in substitute funding to replace the SECAT dollars.

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,

Ed Scofield, Alternative Transportation Manager

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-352

Executed Original SECAT Agreement

SECAT Contract Extension

RESOLUTION NO. 24-352

APPROVING AN AIR QUALITY GRANT CONTRACT TERM EXTENSION, BY AND BETWEEN THE SACRAMENTO METROPOLITAN AIR QUALITY MANAGEMENT DISTRICT AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, the Sacramento Emergency Clean Air Transportation (SECAT) program is a partnership with the Sacramento Metropolitan Air Quality Management District (SMAQMD) and the Sacramento Area Council of Governments (SACOG); and

WHEREAS, on November 28, 2018, the City Council approved the submission of a SECAT grant application and Roseville was awarded \$400,000 to assist with funding for zero-emission busses for our transit fleet; and

WHEREAS, the delivery of these zero-emission buses has taken longer than expected and it's necessary to extend the termination date to December 31, 2028; and

WHEREAS, the Air Quality Grant Contract Term Extension (VET-18-0083) has been reviewed by the City Council.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Roseville hereby approves the Air Quality Grant Contract Term Extension (VET-18-0083) and authorizes the City Manager 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

**SACRAMENTO METROPOLITAN AIR QUALITY MANAGEMENT DISTRICT
SACRAMENTO EMERGENCY CLEAN AIR TRANSPORTATION PROGRAM (SECAT)**

This Agreement (Agreement) is between the Sacramento Metropolitan Air Quality Management District (SMAQMD), and City of Roseville (Participant).

1.0 Recitals

- 1.1 SMAQMD is part of the Sacramento Federal Ozone Nonattainment Area (SFNA or Nonattainment Area). Ozone is formed by the interaction of Nitrogen Oxides (NOx) and other precursor pollutants. The majority of NOx in the SFNA is generated by vehicles, including heavy-duty vehicles and engines.
- 1.2 SMAQMD is the local agency within the boundaries of Sacramento County with the primary responsibility for the development, implementation, monitoring, and enforcement of air pollution control strategies, clean fuel programs, and motor vehicle use reduction measures under Health and Safety Code Section 40961.
- 1.3 SMAQMD is authorized by Health and Safety Code Sections 41062(a) and 41082 to implement programs to reduce transportation emissions, including programs to encourage the use of alternative fuels and low-emission vehicles.
- 1.4 The state legislature established the Sacramento Emergency Clean Air and Transportation Program (SECAT Program) to help the air districts within the Nonattainment Area comply with the federal standards. (Health & Safety Code §44299.50 et seq.)
- 1.5 One of the air-quality-improvement methods identified in the SECAT Program is the development of a Fleet Modernization Program to promote the advance purchase and use of low-NOx on-road-heavy-duty vehicle and engine technology.
- 1.6 SMAQMD approved the Fleet Modernization Program Guidelines ("Guidelines"), on January 24, 2002, and are periodically revised. SMAQMD also simultaneously approved the use of this Agreement form, as amended from time to time and authorized their Chief Executive Officer and SMAQMD's Air Pollution Control Officer (APCO), respectively, to execute this Agreement.
- 1.7 The Participant has reviewed and is familiar with the SECAT Program Policies and Guidelines.
- 1.8 The objective of the SECAT Program is to accelerate the modernization of the existing heavy-duty vehicles in the Sacramento Ozone Nonattainment Region through financial incentives that will encourage the voluntary purchase of heavy-duty vehicles using newer, lower emitting technology or alternative fuels, and the retrofitting of existing heavy-duty vehicle engines with technology that lowers engine emissions.
- 1.9 Through the SECAT Program, SMAQMD will provide financial incentives to vehicle owners that agree to surrender their heavy-duty trucks for destruction or to be used in the enhanced SECAT Program and then replace them with newer, lower-emission vehicles. Participants purchasing zero emission vehicles are not required to identify or destroy an old vehicle(s) to obtain financial incentives.
- 1.10 To ensure that actual reductions result from the SECAT Program, it is essential: (i) that the replaced vehicles, where applicable, be inspected to verify that they qualify for the Program, (ii) that the replaced vehicles, where applicable, be destroyed by a qualified salvage operation, (iii) that an Electronic Monitoring Unit, if available, be installed in the new vehicle to verify actual operation within the Sacramento Area Council of Governments (SACOG) Region (A map of the SACOG Region is included in Exhibit A), and (iv) that particulate emission control devices, if available, be installed to reduce particulate emissions.
- 1.11 Participant understands that the purpose of the Program, and this Agreement, is to help SMAQMD achieve clean air standards required by state and federal law.

- 1.12 The Participant wishes to participate in this process by using SECAT Program funds in the purchase of a low-NOx vehicle and related equipment.
- 1.13 The parties specifically recognize that SACOG is a third-party beneficiary to this Agreement and has the right to audit compliance with the Agreement, including conducting inspections, and has the right to enforce Participant's compliance with the terms of the Agreement.

2.0 Special Terms and Conditions

The parties agree to the terms and conditions listed below.

2.1. **Definitions:** As used in this Agreement, the following terms have the following meanings:

- 2.1.1 **"Certified"** means a vehicle or engine that is certified by California Air Resources Board (CARB) or the United States Environmental Protection Agency (USEPA) to an emission standard or standards.
- 2.1.2 **"Dealership"** means a business specializing in the sale of new and used heavy duty vehicles that has entered into an agreement with SMAQMD to assist in the implementation of the Program.
- 2.1.3 **"Destroyed"** means that the vehicle or equipment is rendered permanently incapable of passing a California Highway Patrol inspection or is otherwise deemed permanently illegal to operate on public roads.
- 2.1.4 **"Electronic Monitoring Unit" or "EMU"** means a SMAQMD-approved Global Positioning System (GPS) device that is installed on a vehicle and that: (i) monitors the locations in which the vehicle is operated within a specified geographic boundary, and (ii) passively transmits usage data reports to SMAQMD or its designee.
- 2.1.5 **"Equipment"** means the Replacement Vehicle identified in Exhibit C as well as the related devices required to be installed under Paragraph 2.3.4.
- 2.1.6 **"Existing Vehicle"** means the vehicle that the Program Participant surrenders for destruction.
- 2.1.7 **"Program"** means the SECAT Program and the SECAT Program Guidelines (as amended from time to time), which are incorporated into this Agreement as if fully set forth.
- 2.1.8 **"Participant"** means the individual, agency, or business entity that is receiving funds under this Participant Agreement.
- 2.1.9 **"Reimbursement Formula"** is the following calculation for determining the level of funds to be returned to SMAQMD if Participant fails to meet the operational requirements of the Agreement:
- $$A = I - [I * (T / L)]$$
- A = Amount Owed to SMAQMD
I = Total Incentive Award
L = Length of the Agreement in Months
T = Elapsed New Equipment Project Life in Months
- 2.1.10 **"Replacement Vehicle"** means the newer, lower-emission vehicle described in Exhibit B, Sections 3 and 4. The vehicle must be certified by the California Air Resources Board in compliance with the Guidelines.

2.2 **Payment:**

2.2.1 **Payment:** SMAQMD will pay up to **\$400,000** to Participant to reimburse actual costs in the replacement of the Existing Vehicle. No payment is required until: (i) the Participant commences operation, as required under Paragraph 2.3.1 (Time), (ii) the Participant submits a Payee Data Record form, as required under Paragraph 2.2.2, (iii) Participant satisfies the requirements in Section 2.5 (Inspections and Audits) and 2.6 (Invoice Requirements), and (iv) Exhibit Z has been signed by all parties. **If Participant purchases the New or Replacement Equipment/Engine(s) before this Agreement is signed by all parties, then Participant will NOT receive any grant funds.**

2.2.2 **Taxation:** Payments made under this Agreement may be subject to taxation. Participants are encouraged to consult with a tax professional regarding the taxability of payments from this program. Participant is not entitled to payment until it submits a completed Payee Data Record form to the County of Sacramento prior to payment. The County of Sacramento will report the payment to both the State of California and the United States Treasury and will issue an IRS Form 1099 to the Participant.

2.3 **Participant Obligations:** Participant will:

2.3.1 **Time:** Order the Replacement Vehicle by February 28, 2020, and purchase and begin operating the Replacement Vehicle by February 28, 2022.

(i) If the Participant does not meet the deadlines in this Section, SMAQMD may terminate this Agreement under Paragraph 2.9.1.

(ii) Participant may submit a written request to extend these deadlines if it is unable to meet them due to circumstances beyond the Participant's reasonable control. For the February 28, 2022 deadline, any extension request must include proof of vehicle order, including build sheets and purchase orders,

2.3.2 **Operation:** Operate the Replacement Vehicle within the SACOG Region and ensure that the operation is consistent with the eligibility requirements in the Program and with the goals and objectives of the Program.

2.3.3 **Warranties:** Secure the manufacturer warranties for the Replacement Vehicle and operate the Replacement Vehicle within the manufacturer's specifications, including maintenance and fueling requirements.

2.3.4 **Additional Devices Requirements:**

2.3.4.1 **Electronic Monitoring Unit:** If requested by SMAQMD, install an EMU and provide proof of installation to SMAQMD within 90-days of the date of the request.

2.3.4.2 **Hour Meter:** If the Participant has opted to accept hourly operational requirements rather than mileage requirements, it must install a SMAQMD-approved hour meter.

2.3.4.3 **Fuel Meter:** If the Participant has opted to accept fuel operational requirements rather than mileage requirements, it must install a SMAQMD-approved fuel meter.

2.3.4.4 **Notice and Repair:** Notify SMAQMD immediately if the EMU, hourly monitor, or fuel meter fails or becomes inoperable, and repair the devices as soon as practicable.

2.3.5 **Existing Vehicle Surrender:** For Vehicle Replacements:

(i) Except as required under Section 2.3.5 (iii), (iv), and (v), Participant must surrender the Existing Vehicle to an approved salvage operation. Participant may arrange the delivery through an approved Dealership.

- (ii) When the Existing Vehicle is delivered to the SMAQMD-approved Dealership, salvage operation or other facility authorized under Section 2.3.5 (iii) and (iv), the Participant must insure that it is in the same operating condition it was in at the first inspection.
 - (iii) SMAQMD may opt to sell the destroyed and salvaged Existing Vehicle, and Participant retains no right to any proceeds from the destruction, salvage, and sale of the Vehicle by SMAQMD or the salvage operation. SMAQMD reserves the right to require the Participant to surrender the Existing Vehicle to a specific salvage operation. If SMAQMD opts to specify the salvage operation, SMAQMD must provide written notice to the Participant before the Participant delivers the Existing Vehicle to a salvage operation.
 - (iv) SMAQMD may authorize or require the Participant to use an alternative disposal method that ensures emission reductions.
 - (v) Participants purchasing a zero emissions vehicle are not required to surrender or destroy an Existing Vehicle.
- 2.3.6 **Decals:** Display two decals approved by SMAQMD on each Replacement Vehicle. SMAQMD must approve the location of the decals.
- 2.3.7 **Program Guidelines:** Comply with all other requirements detailed in this Agreement or the Program and Guidelines.
- 2.3.8 **Disclosures:** Complete Exhibit E and, if this Agreement requires approval by the Board of Directors, Exhibit F.
- 2.3.9 **Buy America Requirements:** Ensure that all Replacement Vehicles funded under this Agreement have a final point of assembly in the United States of America, unless this requirement is waived in writing by SMAQMD.

2.4 **Participant's Warranties:** The Participant warrants that:

- (i) The Application Form has been completed and all of the information presented in the Form is complete and accurate. Participant's Application is incorporated by reference in this Agreement
- (ii) Both the Existing Vehicle, if applicable, and the Replacement Vehicle meet all of the criteria established in the Program Guidelines, in effect at the time this Agreement is signed, as well as the goals and objectives of the Program.
- (iii) The purchase of the Replacement Vehicle described in Exhibit B is not required by any law or regulation. (If the Participant is a public agency, Participant further warrants that its board policies do not require the purchase).
- (iv) It will not make any modifications to, or tamper with, the Replacement Vehicle, or modify engine performance (including changes in horsepower), emission characteristics, engine emission components (not including repairs with substantially similar original equipment manufacturer replacement parts), or the engine's emission control function in any manner.

2.5 **Inspections and Audits:** Each Replacement Vehicle and Existing Vehicle is subject to inspection by SMAQMD or its designee at any time. The Participant agrees to provide SMAQMD or its designee with on-site access to the Replacement Vehicle. Inspections will include the pre-, post-, salvage, and audit inspections identified in Paragraphs 2.5.1 to 2.5.4.

- 2.5.1 **Pre-inspection:** SMAQMD will conduct a pre-inspection of each Existing Vehicle to verify that the engine qualifies for funding and that the information supplied in the Participant's application is correct.
- 2.5.2 **Post-inspection:** SMAQMD will conduct an inspection after the Replacement Vehicle is purchased to verify that it meets the Program requirements.

- 2.5.3 **Salvage or Destruction Inspection:** SMAQMD will conduct inspections to ensure that, at the time of salvage, the Existing Vehicle is in the same condition it was in at the pre-inspection. If the condition of the Existing Vehicle has changed, SMAQMD may deny or decrease payment of the amounts in Section 2.2 (Payment). SMAQMD will also conduct a post-salvage inspection to verify destruction or disposal of the Existing Vehicle, if applicable.
- 2.5.4 **Audit Inspection:** SMAQMD will conduct audit inspections as necessary to verify the Replacement Vehicle is operating as required under the Program and meeting contractual requirements. Audits include both the physical equipment and the Participant's records. SMAQMD may also perform a fiscal audit of the project at any time.
- 2.6 **Invoice Requirements:** The Participant must submit a final invoice packet to SMAQMD. This requirement may be met by submission of the documents by a Dealership on Participant's behalf. The packet must include the documents identified below.
- 2.6.1 **Purchase Documentation:** A copy of the final purchase order and Program Participant purchase invoice, invoices for work performed to meet Program eligibility requirements, and the finance agreement for any portion of the vehicle purchase price to be privately financed. The documentation must include the odometer reading on the date the Replacement Vehicle is financed.
- 2.6.2 **DMV Registration:** A copy of the DMV registration for the Replacement Vehicle, listing Participant as the registered owner and SMAQMD as lien holder on the vehicle.
- 2.6.3 **Engine Warranty:** A copy of the engine warranty that verifies the Replacement Vehicle meets the Program requirements.
- 2.6.4 **Meter Installation:** If the Program Participant has opted to meet its performance obligations by complying with hour or fuel requirements, a copy of an invoice documenting that an hour or fuel meter has been installed on the Replacement Vehicle, and a written confirmation by Dealership that the meter is operational.
- 2.6.5 **Proof of Insurance:** A copy of proof of insurance demonstrating compliance with Section 3.5, and Exhibit D.
- 2.7 **Title and Finance Requirements:** The Participant agrees to the following vehicle title and finance requirements:
- (i) The Participant must provide a copy of the Replacement Vehicle's title to SMAQMD, demonstrating that SMAQMD is named as a lien holder of the vehicle. If SMAQMD is the sole lien holder, Participant will provide the original title to SMAQMD.
 - (ii) The Participant must be the registered owner of the Replacement Vehicle throughout the term of this Agreement.
 - (iii) If the Replacement Vehicle is financed, the Participant must list SMAQMD and the Finance Company as lien holders for the vehicle.
 - (iv) If the Replacement Vehicle is financed, and the vehicle loan is repaid before the termination of this Agreement, the Participant must ensure that SMAQMD is listed as the sole lien holder on the Replacement Vehicle for the entire remaining term of this Agreement.
 - (v) If the Replacement Vehicle is repossessed by the finance company, the Participant must immediately notify SMAQMD and must reimburse SMAQMD in accordance with Section 2.10 (Reimbursements).
 - (vi) If the Replacement Vehicle is leased, the Participant must ensure that the leasing company lists SMAQMD as a lien holder on the vehicle title.

- (vii) If the Participant acquires a leased Replacement Vehicle and terminates the leasing agreement during the term of this Agreement, the Participant must ensure that SMAQMD is listed as the sole lien holder on the Replacement Vehicle for the entire remaining term of this Agreement.
 - (viii) Any changes to the Replacement Vehicle's title must be preapproved in writing by SMAQMD.
- 2.8 **Mandatory Information Release:** Participant authorizes release to SMAQMD of the information specified below, and agrees to hold the releasing parties immune from liability for the release of the information to SMAQMD.
- 2.8.1 **Release of Financial Information:** If the Participant is using commercial or other loans to purchase the Equipment, Participant authorizes the financing entity to release any and all financial information to SMAQMD regarding the Participant's payment status at any time during the term of this Agreement.
 - 2.8.2 **Address Information:** Participant authorizes the release of information within the possession or control of any source, including individuals, private or public companies, or government agencies, regarding the past, current or potential future address of Participant or Participant's business (including phone numbers and email addresses), or information that could lead to such information.
- 2.9 **Termination:**
- 2.9.1 **General:** SMAQMD may immediately suspend or terminate this Agreement, in whole or in part, if it determines that there is: (i) an illegal or improper use of funds; (ii) a failure to comply with any term of this Agreement; or (iii) a failure to submit a correct and complete report. In no event will any payment by SMAQMD constitute a waiver by SMAQMD of any breach of this Agreement or any default that may then exist on the part of Participant. Neither will such payment impair or prejudice any remedy available to SMAQMD with respect to the breach or default. SMAQMD will have the right to demand the repayment to SMAQMD of any funds disbursed to Participant under this Agreement that it determines were not expended in accordance with the terms of this Agreement. Participant must promptly refund the moneys upon demand. In addition to immediate suspension or termination, SMAQMD may impose any other remedies available by law, in equity, or otherwise specified in this Agreement.
 - 2.9.2 **Limitation:** Notwithstanding the provisions of this Paragraph, the Participant is subject to the reimbursement requirements of Section 2.10 (Reimbursements), which are in addition to, and do not offset or displace, any other recovery rights that SMAQMD may have in the event the contract is breached.
 - 2.9.3 **Funding:** The parties acknowledge that this Agreement will be funded by incentive fund revenues from other agencies; however, SMAQMD may terminate this Agreement if: (i) it does not receive all or a portion of the revenues, or (ii) funds are not specifically appropriated for this Agreement in SMAQMD's final budget prior to the expiration of the Agreement and any Agreement extensions. If SMAQMD terminates this Agreement under this paragraph, it will serve notice of the action on the Participant within 10 working days.
- 2.10 **Reimbursements:** Notwithstanding the provisions in Section 2.9 (Termination), the Participant is subject to the reimbursement requirements of this Paragraph, which are in addition to, and do not offset or displace, any other recovery rights that SMAQMD may have in the event the contract is terminated or breached. If the Participant fails to fulfill the minimum operational requirements by the termination date in Section 3.1 (Term), it must refund a pro rata portion of the **\$400,000** to SMAQMD.
- 2.10.1 **Reimbursement Determination:** SMAQMD will determine whether a reimbursement is required after reviewing the annual reports required under Section 2.11 (Recordkeeping and Reporting Requirements). If the Participant has failed to submit a report for any year, SMAQMD may assume that none of the operational requirements (where required) were met for that year.

- 2.10.2 **Reimbursement Amount:** The reimbursement amount is the difference between the required level of operation and the actual level of operation during a given contract year, according to the Reimbursement Formula. The termination date of the contract will be automatically extended until payment is complete.
- 2.10.3 **Early-Termination Reimbursements:** If the contract is terminated prior to the termination date in Section 3.1 (Term), SMAQMD may:
- (i) Demand full repayment of the Section 2.2 (Payment) funds, or
 - (ii) Apply the Reimbursement Formula and demand repayment of the prorated amount.
- 2.10.4 **Inoperable Equipment Reimbursements:** If the Replacement Vehicle is stolen or rendered inoperable prior to the end of the Agreement term (as determined by Participant's insurance company), Participant may either: (i) replace the inoperable Replacement Vehicle with a new Replacement Vehicle certified to equal or lower emission levels than the inoperable Replacement Vehicle and complete performance of this Agreement or (ii) terminate the Agreement and a return a prorated portion of the **\$400,000**, based on the Reimbursement Formula.
- 2.10.5 **Full or Partial Waiver:** The APCO of SMAQMD may, at his or her sole discretion, relieve the obligation to reimburse funds after considering the circumstances leading to the failure to fulfill the minimum performance requirements.

2.11 **Recordkeeping and Reporting Requirements:**

- 2.11.1 **Record Requirements:** Participant must maintain adequate records to document compliance with this Agreement. Records include all driver log book entries, logs of miles travelled, logs of vehicle downtime, records of fuel consumed, and documents establishing the type and cost of maintenance performed. Participant must maintain the records for the term of the contract and the three years following the end date listed in Section 3.1 (Term) or from the conclusion of any audits or litigation concerning this Agreement, whichever is later. SMAQMD or SACOG may inspect or request copies of these records at any time during the term of this Agreement. This paragraph will survive the termination of this Agreement.
- 2.11.2 **Report Requirements:** The Participant must submit a report stating the miles travelled or hours operated in the preceding year, the fuel consumed, the type and cost of maintenance or repair work performed over the course of the year, and the amount of time the Equipment was inoperable due to the maintenance and repair activities.
- 2.12.3 **Report Submission Deadlines:** The reports are due not later than January 31 of each year. SMAQMD may request additional performance or other documentation at its discretion and Participant must provide the requested information within 30 days of the request.
- 2.12 **Sale of Equipment:** Participant acknowledges and agrees that it may not sell or encumber the Replacement Vehicle without the prior written consent of SMAQMD. SMAQMD will not approve the sale, transfer, licensing, or subcontracting, unless:
- (i) The Participant notifies the prospective buyer of the Equipment, in writing, of the terms of this Agreement and any unperformed requirements.
 - (ii) The buyer executes an Agreement with SMAQMD.
- 2.13 **Grant of Security Interest:** Participant grants to SMAQMD a security interest in the Replacement Vehicle to secure its performance under this Agreement. Participant authorizes SMAQMD to prepare and file applications, financing statements, continuation statements, statements of assignment, termination statements, lawsuits, and the like, as necessary to perfect, protect, preserve, foreclose, or release SMAQMD's interest in the Replacement Vehicle.
- 2.14 **Notice of Contact Information Change:** It is the Participant's responsibility to insure that its contact and address information in Section 3.28 (Communications) is current at all times. If SMAQMD is forced to

pursue legal action and is unable to complete personal or substitute service on Participant, it will request court permission to serve notice by publication in the Sacramento Bee and The Daily Recorder, and will seek a default judgment if the Participant fails to timely respond to legal actions filed by SMAQMD.

3.0 General Terms and Conditions

- 3.1 **Term:** This Agreement will begin upon execution by all parties and terminate on **12/31/2024**. Notwithstanding the expiration or earlier termination of this Agreement, SMAQMD's security interest in the Replacement Vehicle will continue in full force and effect until Participant fully satisfies its obligations under this Agreement.
- 3.2 **Inspections:** SMAQMD may conduct an audit of Participant's operations to verify that Participant is complying with the Agreement terms. Any inspection will be conducted at a reasonable time and with reasonable notice to Participant.
- 3.3 **Prohibition on Emission Reduction Credits:** The receipt of funds under this Agreement prohibits application for any form of emission reduction credit – for any pollutant – for the purchase of the Replacement Vehicle. This prohibition includes, but is not limited to: (i) all attainment, nonattainment, criteria and noncriteria pollutants, and (ii) application for Emission Reduction Credits (ERC), Mobile Emission Reduction Credits (MERC) or Certificates of Advanced Placement (CAP). This prohibition extends to credits from all Air Quality Management or Air Pollution Control Districts.
- 3.4 **Voluntary Act:** The Participant's purchase of the Replacement Vehicle is a completely voluntary act and SMAQMD has made no representations nor guarantees to the Participant regarding the Equipment.
- 3.5 **Insurance:** The Participant must maintain the insurance coverage described in Exhibit D. The Participant must name SMAQMD as an additional insured and loss payee. The Participant must obtain and transmit to SMAQMD a yearly Certificate of Insurance from the Insurance Company(ies) listing SMAQMD as an additional insured and loss payee, and obligating the Insurance Company(ies) to provide at least 30 days notice to the Participant and SMAQMD in the event of a change in, cancellation of, non-renewal of, reduction in coverage under, or termination of any policy listed on the certificate for any reason whatsoever. If the Participant fails to obtain the required certificate of insurance, or if the required insurance lapses, this Agreement may be terminated by SMAQMD immediately.
- 3.6 **Notice of Significant Events:** Participant will provide to SMAQMD prompt written notice of any of the following events:
- (i) Any pending litigation or governmental action that may have a material adverse effect on Participant's ability to operate its business in the ordinary course, or Participant's ability to perform this Agreement.
 - (ii) Any change in its name, adoption of a fictitious business name, change in the location of its principal place of business, change in its business structure (such as from a sole proprietorship to a corporation), any proposed sale or transfer of substantially all its operating assets, or any proposed sale or transfer of 20.0% of its equity ownership or control.
 - (iii) The filing of any petition in bankruptcy by or against Participant.
 - (iv) The occurrence of any catastrophic loss to Participant, Participant's principal place of business, or Participant's operating assets.
 - (v) Damage to the Replacement Vehicle greater than 10% of its value at the time of damage.
 - (vi) Repossession of the Replacement Vehicle.

3.7 **Ability to Perform:** If either of the events listed in this paragraph occur, the Participant must notify SMAQMD within 30 days of the date Participant knows, or should have known, that the event has occurred or is likely to occur:

- (i) The Participant suffers catastrophic loss.
- (ii) Any other event has occurred or is likely to occur that could impair the Participant's ability to perform the conditions of this Agreement.

3.8 **Amendment:** No amendment, alteration or variation of the terms of this Agreement is valid unless made in writing and signed by all parties.

3.9 **Assignments:** No performance rendered or payment due under this Agreement may be delegated or assigned without the written consent of all the parties hereto. If Participant assigns any of its rights or obligations under this contract, all of the terms and conditions of this contract will apply to the Participant's assignee.

3.10 **Non-Discrimination:**

3.10.1 **Requirements:** Participant must not discriminate based on:

- (i) Color, race, creed, national origin, religion, sex, age, or physical or mental handicap in violation of Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d) and its implementing regulations, or in violation of any other state or federal law;
- (ii) Sexual orientation as determined by federal, state, or local laws and regulations.

3.10.2 **Prohibited Discrimination:** Prohibited discrimination under this Agreement means disparate treatment on the basis of race, color, creed, religious creed, national origin, age, marital status, ancestry, medical condition, disability (including HIV and AIDS), gender identity, or sexual orientation. Discrimination includes, but is not limited to:

- (i) Denying persons any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Contract;
- (ii) Subjecting persons to segregation or separate treatment in any matter related to the receipt of services;
- (iii) Restricting persons in any way from the enjoyment of any advantage or privilege enjoyed by others under this Agreement;
- (iv) Treating persons differently from others in determining whether they satisfy any admission, enrollment quota, eligibility, membership, or other requirement that individuals must meet in order to be provided any service or benefit under this Agreement;
- (v) Assigning times or places for the provision of services on the basis of race, color, creed, religious creed, national origin, age, marital status, ancestry, medical condition, disability (including HIV and AIDS), gender identity or sexual orientation of the persons to be served.

3.11 **Subcontracts:** If the Participant submitted the name of a subcontractor in the proposal or application for this Agreement, SMAQMD's approval of the Agreement is also an approval of the use of the named subcontractor.

In the event that any part of this Agreement is subcontracted, Participant agrees to document the following affirmative steps for utilizing Disadvantaged Business Enterprises (DBE) as required by the Environmental Protection Agency:

- (i) Include DBEs on solicitation lists.

- (ii) Assure DBEs are solicited once they are identified.
 - (iii) Divide total requirements into smaller tasks to permit maximum DBE participation, where feasible.
 - (iv) Establish delivery schedules which will encourage DBE participation, where feasible.
 - (v) Encourage use of the services of the U.S. Department of Commerce's Minority Business Development Agency (MBDA) and the U.S. Small Business Administration to identify DBEs.
- 3.12 **Successors:** This Agreement will bind the successors of SMAQMD and Participant in the same manner as if they were expressly named.
- 3.13 **Recordkeeping:** Not Applicable, see Section 2.11.
- 3.14 **Termination Notice Requirements:**
- 3.14.1 **30-day Notice Termination:** Either SMAQMD or Participant may terminate this Agreement for any reason by giving the other party 30-days written notice.
 - 3.14.2 **5-day Notice Termination:** SMAQMD, through its APCO, may terminate this Agreement with 5 days written notice if Participant fails to perform any of the terms and conditions of this Agreement in the time and manner specified.
 - 3.14.3 **Immediate Termination:** SMAQMD, through its APCO, may terminate this Agreement immediately if informed that moneys to fund the contract are not available. If SMAQMD terminates this Agreement under this paragraph, it will serve notice of the action on the Participant within 10 working days
- 3.15 **Waiver of Claims:** Participant waives and releases any claims against SMAQMD and its respective officers, directors, agents, employees or volunteers, from damage or loss caused by:
- (i) Any suit or proceeding directly or indirectly attacking the validity of this Agreement, or any part of this Agreement.
 - (ii) Any judgment or award declaring this Agreement either void or voidable, or delaying the performance of any part of this Agreement.
- 3.16 **Waiver of Agreement Provisions:** Waiver by either party of any default, breach or condition precedent will not be construed as waiver of any other default, breach or condition precedent or any other right under this Agreement.
- 3.17 **Time:** Time is of the essence with respect to the timely performance of each provision of this Agreement.
- 3.18 **Severability:** If any provision of this Agreement is held invalid or unenforceable, its invalidity or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed and enforced as if such provision had not been included.
- 3.19 **Venue and Choice of Law:** This Agreement is executed in Sacramento County, California and will be governed by the laws of the State of California. Any action arising out of this Agreement must be filed in a state court or federal court located in Sacramento, California.
- 3.20 **Compliance with Laws and Regulations:** Participant must observe and comply with all applicable laws and regulations. In addition to all other applicable laws, this Agreement is subject to the provisions and limitations of the California Health & Safety Code. Notwithstanding the terms of this Agreement, the Parties are not permitted to undertake any actions that contravene the California Health & Safety Code or any other law or regulation.

- 3.21 **Payments that Contravene the Law:** SMAQMD has no liability for payments that are found to contravene the law. Participant will reimburse SMAQMD for any payments made by SMAQMD to Participant and later determined to contravene federal, state or local laws and regulations.
- 3.22 **Status of Participant:** This Agreement is only for the payment of incentive funds to offset the cost of the items identified in Exhibit C. Accordingly, Participant, its employees, consultants and subcontractors do not have any of the entitlements of a SMAQMD employee. Participant is an independent contractor.
- 3.22.1 **Direction of Third Parties:** If the Participant employs any third persons, these persons will be under the exclusive control of Participant. All terms of employment, including but not limited to hours, wages, working conditions, discipline, hiring, and discharging will be determined by Participant.
- 3.22.2 **Right to Bind:** Neither the Participant nor its employees, subcontractors or consultants have the right to act on behalf of SMAQMD in any capacity, or to bind SMAQMD to any obligation.
- 3.22.3 **Taxes:** SMAQMD will not make any deductions or withholdings from the compensation paid to Participant. Participant must issue all forms required by federal and state laws for income and employment tax purposes for all of Participant's assigned personnel.
- 3.23 **Conflict of Interest:** No officer or employee of SMAQMD has any pecuniary interest, direct or indirect, in this Agreement or the proceeds of the Agreement. No officer or employee of Participant may serve on SMAQMD's governing body or hold any SMAQMD position which by rule, practice, or action nominates, recommends, supervises or authorizes the development or execution of this Agreement, or any payment to Participant.
- 3.24 **Indemnity:** The Participant agrees to indemnify and defend SMAQMD, its officers, directors, agents, employees and volunteers, from any and all damages, claims, expenses, or liabilities of any kind (including, but not limited to, reasonable attorneys' fees and costs) that:
- (i) Arise from, or are alleged to arise from, or are in any way connected with Participant's performance of this Agreement, or
 - (ii) Are related in any way to the vehicles or engines described in Exhibit B.
- 3.25 **Force Majeure:** If performance by SMAQMD or the Participant of any of its obligations or undertakings under this Agreement is interrupted or delayed by any occurrence not occasioned by the conduct of either party to this Agreement, whether that occurrence is an act of God or public enemy, or whether that occurrence is caused by war, riot, storm, earthquake, or other natural forces, or by the acts of anyone not a party to this Agreement, then SMAQMD or the Participant may be either excused from any further performance or excused from any further performance for whatever period of time after the occurrence is reasonably necessary to remedy the effects of that occurrence at the election of SMAQMD.
- 3.26 **Two Originals:** This Agreement and any modification to this Agreement will be executed in two originals, one to be kept by SMAQMD and one to be kept by the Participant. Any of the originals are enforceable without the presentation of the other original.
- 3.27 **Entire Agreement:** This Agreement constitutes the entire Agreement between SMAQMD and Participant. All parties revoke all prior or contemporaneous oral or written Agreements between them that are inconsistent with this Agreement. In the event of a dispute between the parties regarding the Agreement, this Agreement will be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement. This Agreement consists of the following parts:
- (i) Participant Agreement
 - (ii) Exhibit A – Sacramento Area Council of Governments Region Map
 - (iii) Exhibit B – Vehicle Information Form
 - (iv) Exhibit C – Performance Requirements
 - (v) Exhibit D – Insurance Requirements

- (vi) Exhibit E – Debarment Certification
- (vii) Exhibit F – Levine Act Disclosure Statement
- (viii) **Exhibit G to Y intentionally left blank**
- (ix) Exhibit Z – Verified Information of New Equipment & (if applicable) New Termination Date for Agreement

3.28 **Communications:** Correspondence between SMAQMD and Participant should be addressed to the following:

To SMAQMD	To Participant
Kevin Robison Sacramento Metropolitan AQMD 777 12th Street, Third Floor Sacramento, CA 95814-1908 Phone: (916) 875-0325 Fax (916) 874-4899	Michael Dour City of Roseville 311 Vernon St Ste 150 Roseville, CA 95678 Phone: (916) 746-1304 Fax: (916) 774-5739

The address and/or contacts may be changed by written notice to each party. Such written notice may be given by mail, using the U.S. Postal Service, or personal service.

3.29 **Authority to Bind and Acknowledgement of Terms:** The undersigned representative of Participant has read and agrees to comply with all terms and conditions in this Agreement and also affirmatively states that he or she has legal authority to bind Participant to the terms and conditions of this Agreement; including the following Disclosure Agreement:

DISCLOSURE AGREEMENT

The undersigned representative of Participant affirmatively states that neither they nor any other representative of Participant will submit another application or sign another contract for the same Equipment described in Exhibit C with any other source of funds, including but not limited to other air districts or multidistrict funding under the Program.

Any owner or owner's designee who is found to have submitted multiple applications or signed multiple contracts for the same Equipment must, at a minimum, be disqualified from funding for that Equipment from all sources, may be required to reimburse the public agencies for any monies received, and may also be banned from submitting future applications to any and all Program solicitations. In addition, as a violation of law, including but not limited to the Health and Safety Code and Business and Professions Code, SMAQMD may levee fines and/or seek criminal charges.

If the Participant is a business entity, the Participant's signatory agrees that he or she is individually and personally bound by this Agreement.

Approved by City of Roseville



Dominick Casey
City Manager

Date: 11/12/2019

Approved by the Sacramento Metropolitan Air Quality Management District



Alberto Ayala, Ph.D., M.S.E.
Executive Director/ Air Pollution Control Officer

Date: 2/25/2020

Reviewed By:



Kathrine Pittard
District Counsel

EXHIBIT A

SACRAMENTO AREA COUNCIL OF GOVERNMENTS (SACOG) REGION MAP

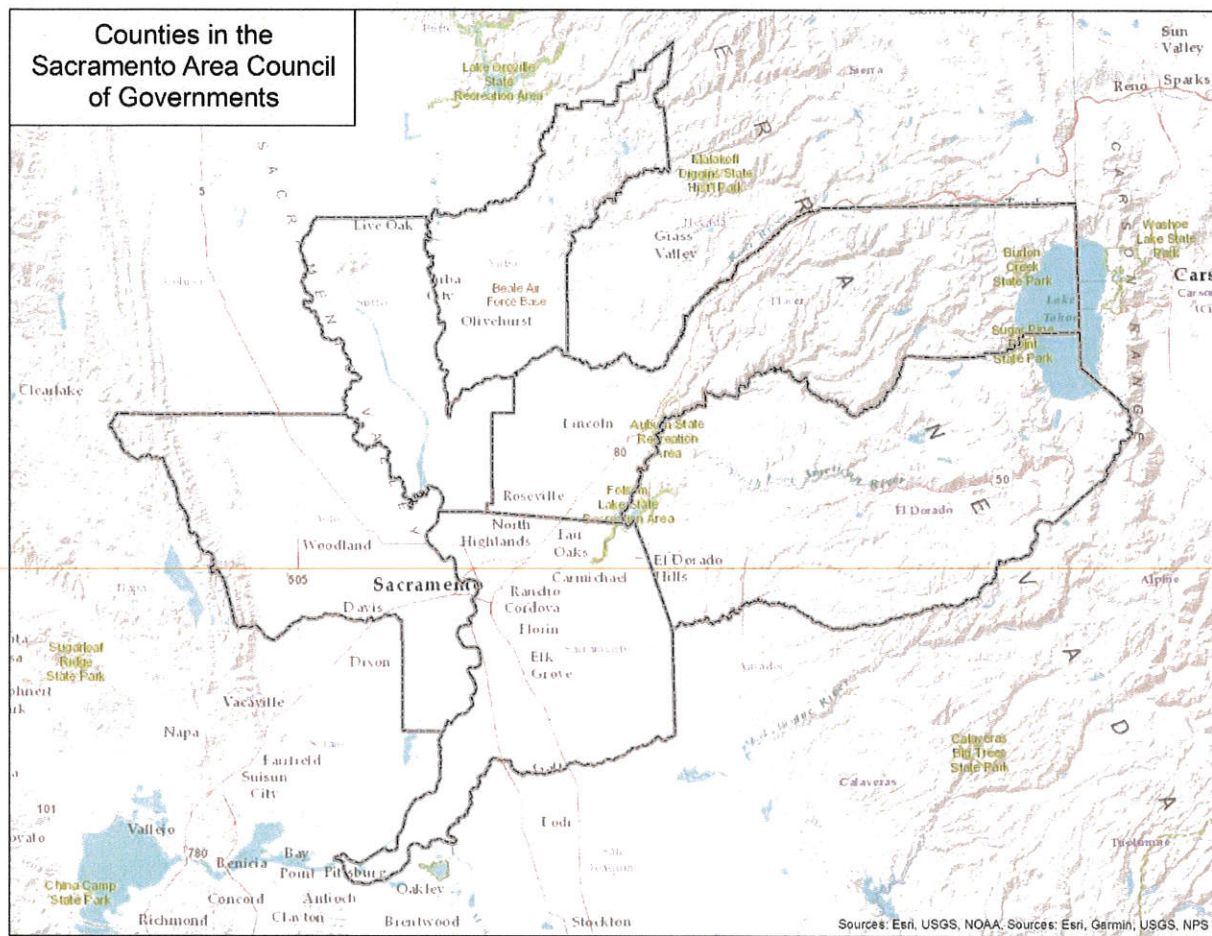


EXHIBIT B**SACRAMENTO EMERGENCY CLEAN AIR AND TRANSPORTATION PROGRAM
VEHICLE INFORMATION FORM**SMAQMD Vehicle ID #: SMQV007543**Section 1: Existing Vehicle Information**

Make:	Model:	Model Year:	GVWR:
Vehicle Identification Number:		License Plate Number:	Fleet Identification Number:

Section 2: Existing Engine Information

Make: NA	Model: NA	Year:	Serial Number:
Fuel Type: ELECTRIC			HP:

Section 3: Existing Engine Retrofit System Information

Make:	Model:	Serial Number:
VDEC Strategy Family:		

Section 4: New or Replacement Vehicle Information

Make: PROTERRA	Model: 40FT E2 MAX BUS	Model Year: 2019	GVWR: 43,650
Vehicle Identification Number:		License Plate Number:	Odometer Reading: 0

Section 5: New Engine or Reconditioned Engine Information

Make: NA	Model: NA	Year: 2019	Serial Number:
Fuel Type: OTHER	HP: 0	EPA Engine Family #: NV	

EXHIBIT B**SACRAMENTO EMERGENCY CLEAN AIR AND TRANSPORTATION PROGRAM
VEHICLE INFORMATION FORM**SMAQMD Vehicle ID #: SMQV007571**Section 1: Existing Vehicle Information**

Make:	Model:	Model Year:	GVWR:
Vehicle Identification Number:		License Plate Number:	Fleet Identification Number:

Section 2: Existing Engine Information

Make: NA	Model: NA	Year:	Serial Number:
Fuel Type: ELECTRIC			HP:

Section 3: Existing Engine Retrofit System Information

Make:	Model:	Serial Number:
VDEC Strategy Family:		

Section 4: New or Replacement Vehicle Information

Make: PROTERRA	Model: 40FT E2 MAX BUS	Model Year: 2021	GVWR: 43,650
Vehicle Identification Number:		License Plate Number:	Odometer Reading: 0

Section 5: New Engine or Reconditioned Engine Information

Make: NA	Model: NA	Year: 2021	Serial Number:
Fuel Type: OTHER	HP: 0	EPA Engine Family #: NA	

EXHIBIT B**SACRAMENTO EMERGENCY CLEAN AIR AND TRANSPORTATION PROGRAM
VEHICLE INFORMATION FORM**SMAQMD Vehicle ID #: SMQV007572**Section 1: Existing Vehicle Information**

Make:	Model:	Model Year:	GVWR:
Vehicle Identification Number:		License Plate Number:	Fleet Identification Number:

Section 2: Existing Engine Information

Make: NA	Model: NA	Year:	Serial Number:
Fuel Type: ELECTRIC			HP:

Section 3: Existing Engine Retrofit System Information

Make:	Model:	Serial Number:
VDEC Strategy Family:		

Section 4: New or Replacement Vehicle Information

Make: PROTERRA	Model: 40FT E2 MAX BUS	Model Year: 2021	GVWR: 43,650
Vehicle Identification Number:		License Plate Number:	Odometer Reading: 0

Section 5: New Engine or Reconditioned Engine Information

Make: NA	Model: NA	Year: 2019	Serial Number:
Fuel Type: OTHER	HP: 0	EPA Engine Family #: NA	

EXHIBIT B

**SACRAMENTO EMERGENCY CLEAN AIR AND TRANSPORTATION PROGRAM
VEHICLE INFORMATION FORM**

SMAQMD Vehicle ID #: SMQV007573

Section 1: Existing Vehicle Information

Make:	Model:	Model Year:	GVWR:
Vehicle Identification Number:		License Plate Number:	Fleet Identification Number:

Section 2: Existing Engine Information

Make: NA	Model: NA	Year:	Serial Number:
Fuel Type: ELECTRIC			HP:

Section 3: Existing Engine Retrofit System Information

Make:	Model:	Serial Number:
VDEC Strategy Family:		

Section 4: New or Replacement Vehicle Information

Make: PROTERRA	Model: 40FT E2 MAX BUS	Model Year: 2021	GVWR: 43,650
Vehicle Identification Number:		License Plate Number:	Odometer Reading: 0

Section 5: New Engine or Reconditioned Engine Information

Make: NA	Model: NA	Year: 2019	Serial Number:
Fuel Type: OTHER	HP: 0	EPA Engine Family #: NA	

EXHIBIT C

PERFORMANCE REQUIREMENTS

The below listed vehicle(s)/engine(s) must meet the minimum performance requirements shown to avoid reimbursement according to Paragraph 2.10 (Reimbursements) of this Agreement.

SMAQMD Vehicle ID #, Vehicle and Engine Year, Make & Model*	Vehicle and Engine Serial Numbers*	Anticipated Annual NOx Reduction (tons)	Maximum Incentive Amount
SMAQMD Vehicle ID #: SMQV007543 2019 PROTERRA 40FT E2 MAX BUS 2019 NA NA		CMP: 0.00	\$100,000
SMAQMD Vehicle ID #: SMQV007571 2021 PROTERRA 40FT E2 MAX BUS 2021 NA NA		CMP: 0.00	\$100,000

SMAQMD Vehicle ID #: SMQV007572 2021 PROTERRA 40FT E2 MAX BUS 2019 NA NA		CMP: 0.00	\$100,000
SMAQMD Vehicle ID #: SMQV007573 2021 PROTERRA 40FT E2 MAX BUS 2019 NA NA		CMP: 0.00	\$100,000
Total		CMP: 0.00	\$400,000

* SMAQMD will fill in information upon verification of project completion.

EXHIBIT D

INSURANCE REQUIREMENTS

Verification of Coverage

Participant must furnish SMAQMD with certificates evidencing the coverage required below. Certified copies of required endorsements must be attached to provided certificates. **All certificates are to be received and approved by SMAQMD before work commences.** SMAQMD reserves the right to require Participant to provide complete, certified copies of any policy of insurance offered in compliance with these specifications. As an alternative to insurance certificates, Participant's insurer may voluntarily provide complete, certified copies of all required insurance policies, including endorsements, affecting the coverage required by these specifications. SMAQMD will be named as additional insured and loss payee on all required insurance policies for the equipment/vehicle(s)/engine(s) funded by this Agreement.

Minimum Scope of Insurance

During the term of this Agreement, Participant must, at its sole expense, obtain and maintain in full force and affect the type and limits of liability requirements as follows:

Coverage must be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001, most recent edition).
2. Insurance Services Office form CA 0001 (most recent edition) covering Automobile Liability, code 1 (any auto).
3. Worker's Compensation insurance as required by the State of California.
4. Comprehensive and collision coverage sufficient to replace the vehicle(s) and emission control system(s) included in the project.
5. Verification of insurance coverage equal to the replacement costs of the equipment/vehicle(s) and engine(s) and/or emission control system(s) included in this project.

Minimum Limits of Insurance

Participant must maintain limits no less than:

1. **General Liability:** \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit must apply separately to this project/location or the general aggregate limit must be twice the required occurrence limit.
2. **Automobile Liability:** \$1,000,000 per accident for bodily injury and property damage.
3. **Worker's Compensation:** Statutory.
4. **Comprehensive/Collision:** Equal to the full replacement cost.
5. **Property Loss or Damage:** Equal to the full replacement cost.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. SMAQMD Liability and Property Insurance Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of SMAQMD and the general public are adequately protected.

EXHIBIT E

DEBARMENT CERTIFICATION FORM

The Participant certifies that, neither the Participant nor any owner, partner, director, officer, or principal of the Participant, nor any person in a position with management responsibility or responsibility for the administration of federal funds:

(a) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency;

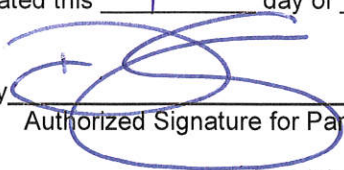
(b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or

(d) Has within a three-year period preceding this certification had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.

The Participant further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.

Dated this 9th day of January, 20 20

By  _____
Authorized Signature for Participant

Dominick Casey, City Manager

Printed Name and Title

City of Roseville

Participant and Type of Entity (*Corp., Partnership, Sole Proprietor*)

311 Vernon St Ste 150

Address

Roseville, CA 95678

City/State/Zip Code

(916) 746-1304, dcasey@roseville.ca.us

Area Code/Telephone Number and E-Mail Address

EXHIBIT F

LEVINE ACT DISCLOSURE STATEMENT

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an Officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the Officer, or received by the Officer on behalf of any other Officer, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract.

Current members of the SMAQMD Board of Directors: *(as of 11/19/2018; check for current list)*

Donald Terry
Eric Guerra
Sue Frost
Patrick Kennedy
Don Nottoli

Susan Peters
Phil Serna
Larry Carr
Mark Crews
Albert J. Fox

Roger Gaylord III
Steve Hansen
Jeff Harris
Steve Ly

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any SMAQMD Director(s) in the 12 months preceding the date of the issuance of this request for proposal or request for qualifications?

☐ YES ☒ NO

If yes, please identify the Director(s): _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any SMAQMD Director(s) in the three months following the award of the contract?

☐ YES ☒ NO

If yes, please identify the Director(s): _____

Answering yes to either of the two questions above does not preclude SMAQMD from awarding a contract to your firm. It does, however, preclude the identified Director(s) from participating in the contract award process for this contract.

1/9/20
DATE


(SIGNATURE OF AUTHORIZED OFFICIAL)

Dominick Casey, City Manager
(TYPE OR WRITE APPROPRIATE NAME, TITLE)

City of Roseville
(TYPE OR WRITE NAME OF COMPANY)

EXHIBIT Z
Section (i)

Verified Information of New Equipment & (if applicable) New Termination Date for Agreement

Exhibit Z will be added to Agreement # **VET-18-0083** after the Agreement is executed and the Post-inspection identified in Paragraph 2.5.2 (Post-inspection) for each New Equipment has been completed. All information in Exhibit Z will supersede the Vehicle/Equipment information in Exhibit B and the information in Exhibit C.

If the project implementation timeframe is less than the project credit life due to the date of the last New Equipment Post-inspection, then the new Agreement termination date is: _____. The new Agreement termination date in Exhibit Z will supersede the original Agreement termination date identified in Section 3.1 (Term).

Approved by City of Roseville

(SAMPLE – DO NOT SIGN)

Michael Dour
Alternative Transportation Manager

Date: _____

Approved by the Sacramento Metropolitan Air Quality Management District

(SAMPLE – DO NOT SIGN)

Michael Neuenburg
Program Supervisor –Mobile Source Section

Date: _____

EXHIBIT Z
Section (ii)

SACRAMENTO EMERGENCY CLEAN AIR AND TRANSPORTATION PROGRAM
VEHICLE INFORMATION FORM

SMAQMD Vehicle ID #: _____

Section 1: Existing Vehicle Information

Make:	Model:	Model Year:	GVWR:
Vehicle Identification Number:		License Plate Number:	Fleet Identification #:

Section 2: Existing Engine Information

Make:	Model:	Year:	Serial Number:
Fuel Type:			HP:

Section 3: Existing Engine Retrofit System Information

Make:	Model:	Serial Number:
VDEC Strategy Family:		

Section 4: New or Replacement Vehicle Information

Make:	Model:	Model Year:	GVWR:
Vehicle Identification Number:		License Plate Number:	Odometer Reading:

Section 5: New Engine or Reconditioned Engine Information

Make:	Model:	Year:	Serial Number:
Fuel Type:	HP:	EPA Engine Family #:	

EXHIBIT Z
Section (iii)

PERFORMANCE REQUIREMENTS

The below listed vehicle(s)/engine(s) must meet the minimum performance requirements shown to avoid reimbursement according to Paragraph 2.10 (Reimbursements) of this Agreement.

SMAQMD Vehicle ID #, Vehicle and Engine Year, Make & Model*	Vehicle and Engine Serial Numbers*	Anticipated Annual NOx Reduction (tons)	Maximum Incentive Amount
SMAQMD Vehicle ID #: SMQV007543 2019 PROTERRA 40FT E2 MAX BUS 2019 NA NA		CMP: 0.00	\$100,000
SMAQMD Vehicle ID #: SMQV007571 2021 PROTERRA 40FT E2 MAX BUS 2021 NA NA		CMP: 0.00	\$100,000

SMAQMD Vehicle ID #: SMQV007572 2021 PROTERRA 40FT E2 MAX BUS 2019 NA NA		CMP: 0.00	\$100,000
SMAQMD Vehicle ID #: SMQV007573 2021 PROTERRA 40FT E2 MAX BUS 2019 NA NA		CMP: 0.00	\$100,000
Total		CMP: 0.00	\$400,000

* SMAQMD will fill in information upon verification of project completion



September 11, 2024

Ed Scofield, Alternative Transportation Manager
City of Roseville
311 Vernon St Ste 150
Roseville, CA 95678
Phone: (916) 869 9109

Subject: Air Quality Grant Contract Term Extension (VET-18-0083)

Dear Ed Scofield:

Thank you for your participation in a clean air grant program implemented by the Sacramento Metropolitan Air Quality Management District (Sac Metro Air District). We have received your request for a contract term extension to complete the equipment usage obligation. The original end date of the contract is 12/31/2024. After this document has been executed, the contract end date will be extended to 12/31/2028.

Your company's authorized signatory must sign this document within 30 days. One executed document will be sent to you once the Sac Metro Air District signs the document. Please contact Oliverio Barragan at (916) 201-0802 or obarragan@airquality.org if you have questions about this letter.

Once this document has been executed, it will be appended to grant agreement **VET-18-0083** and it will supersede the contract termination date present in the grant agreement.

Original Termination Date of Contract: 12/31/2024

Extended Termination Date of Contract: 12/31/2028

Approved by the City of Roseville

Dominick Casey – City Manager

Date: _____

Approved by the Sacramento Metropolitan Air Quality Management District

Raef Porter – Program Manager, Transportation & Climate Change Division

Date: _____



COUNCIL COMMUNICATION

CC #: 3585

File #: 0704 & 0201-01

Title: Northwest Park Rehabilitation Project – New Non-Capital Multi-Year Project Approval and Budget Adjustment
Contact: Tara Gee 916-774-5253 tgee@roseville.ca.us

Meeting Date: 10/16/2024

Item #: 7.17.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve the establishment of a new Non-Capital Multi-Year Project – Northwest Park Rehabilitation and adopt an ordinance to approve a budget adjustment appropriating \$73,062 into the project.

BACKGROUND

Bond Maturity

The Northwest Community Facilities District bond matured in September 2020. A small balance was left and since that time has accrued interest. These funds can be made available to address rehabilitation projects within the Northwest area. The target expenditures are proposed for the Northwest neighborhood parks to offset General Fund obligations for the same activities.

Park Rehabilitation Projects

The Northwest area has nine neighborhood parks and one citywide park that rely on the General Fund for maintenance and rehabilitation. These are Elliott, Mahany, Lunardi, Hall, Wanish, Silverado Oaks, Wood, Doyle, Nelson, and Kaseberg parks. Rehabilitation projects could include:

- Park paving and hardscape repairs
- Shade shelter replacement
- Site furnishing replacement, including drinking fountains
- Bark mulch replenishment
- Play area engineered wood fiber replenishment
- Minor landscape and irrigation upgrades

FISCAL IMPACT

This request seeks Council approval of a budget adjustment for the establishment of a new Non-Capital Multi-Year Project – Northwest Park Rehabilitation and adoption of an ordinance to approve a budget adjustment appropriating \$73,062 into the project. Funding is provided by available resources in the Northwest CFD 1 Capital Fund in the amount of \$54,507, and available

resources from the Northwest CFD 1 Fund in the amount of \$18,555 being moved into the Northwest CFD 1 Capital Fund. There is no impact to the General Fund.

ENVIRONMENTAL REVIEW

The proposed project involves the replacement of existing structures and amenities. This activity is categorically exempt from CEQA as a Class 2 Exemption (State CEQA Guidelines Section 15302). The Exemption has been prepared and no further CEQA action is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

Goal E - Deliver exceptional city services

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Tara Gee, Park Planning & Development Manager

Jill Geller, Parks, Recreation & Libraries Director



Dominick Casey, City Manager

ATTACHMENTS:

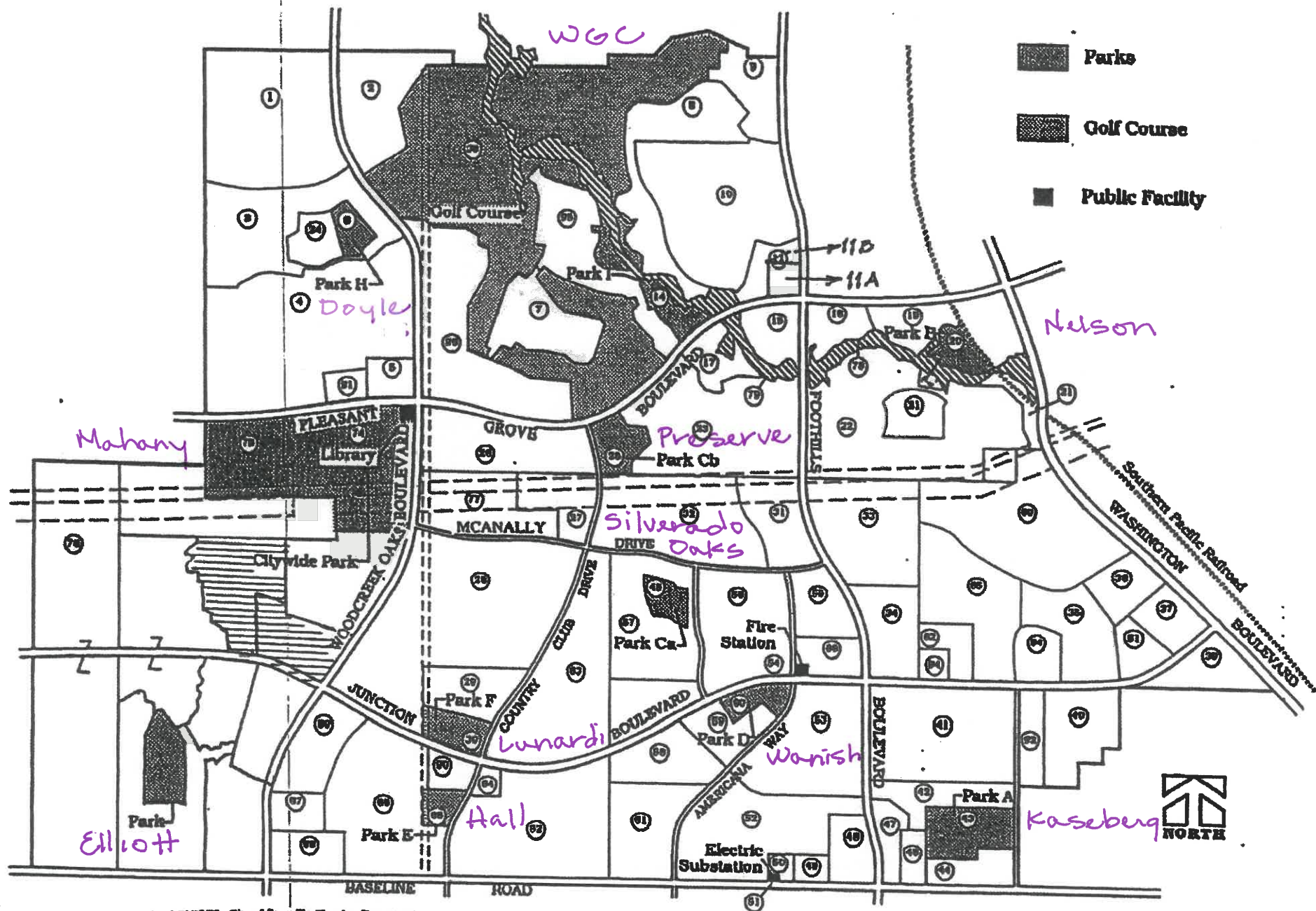
Description

map

Ordinance 6876

CEQA Exemption

Parks and Public Facilities Map
Figure 33



updated 01/17/93, City of Reno Planning Department

10/05/19

ORDINANCE NO. 6876

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2024-25
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 2024-25, is hereby amended as listed on the attached budget adjustment for the Northwest Park Rehabilitation project.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this
_____ day of _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

Updated 5/24/2024

REQUESTER NAME & TITLE:	Tara Gee, Park Planning & Development Manager	FISCAL YEAR:	2024-25
PREPARER NAME & TITLE:	Lisa Saunders, Management Analyst	COUNCIL DATE (if applicable):	10/16/24
DEPARTMENT/DIVISION:	Parks, Recreation, and Libraries	ORDINANCE:	

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
7411	5569	80701		18,555	Increase budget to move available resources from the Northwest CFD 1 Fund to the Northwest CFD 1 Capital Fund
3001	5301	84001	500544	73,062	Establish project expenditure budget
EXPENDITURES/EXPENSES/TRANSFERS OUT TOTAL				91,617	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3001	4780	80301		18,555	Receiving available resources from Northwest CFD 1 Fund
REVENUES/TRANSFERS IN TOTAL				18,555	

NET ADJUSTMENT	73,062	
----------------	--------	--

FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
7411	3601	00000	000000	(18,555)	Decrease Northwest CFD 1 Fund Balance
3001	3601	00000	000000	(54,507)	Decrease Northwest CFD 1 Capital Fund Balance
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
FUND BALANCE TOTAL				(73,062)	

Justification for Budget Adjustment:

Staff recommends that Council authorize the establishment of a new Non-Capital Multi-Year Project – Northwest Park Rehabilitation (#500544) and adopt an ordinance to approve a budget adjustment appropriating \$73,062 into the project. Funding is provided by available resources in the Northwest CFD 1 Capital Fund (3001) in the amount of \$54,507, and available resources from the Northwest CFD 1 Fund (7411) in the amount of \$18,555 being moved into the Northwest CFD 1 Capital Fund (3001).

The Northwest Community Facilities District bond matured in September 2020. A small balance remained in the fund and since that time has accrued interest. These funds can be made available to address rehabilitation projects within the Northwest area. The target expenditures are proposed for Northwest neighborhood parks. There is no impact on the General Fund.



Notice of Exemption

To: Placer County Clerk
Recorder's Office
2954 Richardson Drive
Auburn, CA 95603

From: City of Roseville
Development Services Dept.
311 Vernon Street
Roseville, CA 95678

Project Title: Northwest Park Rehabilitation Projects and Budget Adjustment

Project Location(s): 1420 Cushendall Drive (APN 017-390-021-000), 1545 Pleasant Grove, Boulevard (APNs 477-110-004-000, 477-11-005-000, and 017-370-006-000), 2501 Country Club Drive (APN 017-380-003-000), 1401 Raeburn Way (APN 017-390-003-000), 1351 Junction Boulevard (APN 476-140-002-000), 1430 Badovinac Drive (APN 476-080-056-000), 1213 South Bluff Drive (APN 477-220-013-000), and 1151 Rand Way (APN 0147-162-029-000), Roseville, California 95747 and 95678.

Project Description: The Parks, Recreation and Libraries Department proposes a budget adjustment to allow for leftover funds from the now matured Northwest Community Facilities District bond to be used for various rehabilitation projects in parks located within the Northwest Specific Plan Area. These parks include Elliott Park, Mahany Park, Lunardi Park, Hall Park, Wanish Park, Silverado Oaks Park, Nelson Park, and Kaseberg Park. Rehabilitation projects could include, park paving and hardscape repairs; shade shelter replacement; site furnishing replacement, including drinking fountains; bark mulch replenishment; play area engineered wood fiber replenishment; and minor landscape and irrigation upgrades. Any rehabilitation projects funded by this budget amendment would be solely for the purpose of maintenance and upgrading to ensure usability and safety for existing facilities. There would be no rehabilitation projects intended to expand use of the facilities.

Public Agency Approving Project: Roseville City Council

Agency/Individual Carrying Out Project: City of Roseville Park, Recreation and Libraries Department

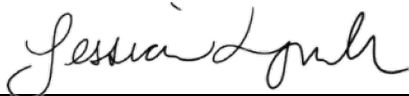
Reason why this Project is Exempt: This project qualifies for Class 1 and Class 2 Exemptions as described in Section 15301 and Section 15302 of the California Environmental Quality Act (CEQA) guidelines which state:

"Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use."

"Class 2 consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced."

The proposed budget amendment would allow for various maintenance and rehabilitation projects to keep parks located in the Northwest Specific Plan Area safe and up-to-day. This may include some replacement and/or repair of existing structures and equipment, and all facilities will retain the same purpose and capacity as the existing structures and equipment. Therefore, the Class 1 and Class 2 Exemptions are applicable to the proposed project.

Lead Agency Contact Person: Tara Gee, Park, Recreation and Libraries Department, 316 Vernon Street, Roseville, CA 95678. 916-774-5253.

Signature:  Date: 8/7/2024
Jessica Lynch, Environmental Coordinator
City of Roseville



COUNCIL COMMUNICATION

CC #: 3593
File #: 0201-01

Title: Virtual Desktop Exploration - Project Cancellation and Budget Adjustment
Contact: Austin Murray 916-774-5158 admurray@roseville.ca.us

Meeting Date: 10/16/2024
Item #: 7.18.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council authorize the cancellation of the Virtual Desktop Exploration project.

Staff also recommends that the City Council adopt an ordinance to approve a budget adjustment to defund the \$20,000 project budget and return 100% of the unspent project budget to fund balance in the funds that contributed.

BACKGROUND

The original purpose of the Virtual Desktop Exploration project was to explore potential cost savings in PC hardware and management of the desktop environment. Virtual desktops (VD) use software to allow employees to access their work computers remotely over the internet, from any client device.

Due to a combination of factors including an increase in utilization of remote cloud-based software, current technical and network resource constraints, and existing solutions fulfilling this need for the City, the recommendation to Council is to authorize the cancellation of the Virtual Desktop Exploration project.

FISCAL IMPACT

The recommended budget adjustment will defund the Virtual Desktop Exploration project budget. The existing \$20,000 project budget was funded by the Information Technology Replacement Fund, the Water Rehabilitation Fund, Wastewater Rehabilitation Fund, the Waste Services Rehabilitation fund, and the Electric fund. The recommended budget adjustment will return the \$20,000 to fund balance in the following funds as follows: \$12,674 to the IT Replacement Fund, \$1,309 to the Water Rehabilitation Fund, \$1,828 to the Wastewater Rehabilitation Fund, \$1,277 to the Solid Waste Rehab Fund, and \$2,912 to 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. Cancellation of a project and approval of a budget adjustment meet the above criteria and are 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,

Austin Murray, Management Analyst

Hong Sae, Chief Information Officer

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, likely belonging to Dominick Casey.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6877

ORDINANCE NO. 6877

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2024-25
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 2024-25, is hereby amended as listed on the attached budget adjustment for the cancellation of the Virtual Desktop Exploration project.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this
_____ day of _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

Updated 8/29/2024

Please complete the cells highlighted in yellow.

REQUESTER NAME & TITLE:	Austin Murray, IT Management Analyst	FISCAL YEAR:	2024-25
PREPARER NAME & TITLE:	Austin Murray, IT Management Analyst	ORDINANCE:	
DEPARTMENT/DIVISION:	IT Department		

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
4105	5421	84001	500138	(12,674)	Decrease budget to cancel Project 500138
6130	5421	84001	500138	(1,309)	Decrease budget to cancel Project 500138
6230	5421	84001	500138	(1,828)	Decrease budget to cancel Project 500138
6330	5421	84001	500138	(1,277)	Decrease budget to cancel Project 500138
6001	5421	84701	500138	(2,912)	Decrease budget to cancel Project 500138
EXPENDITURES/EXPENSES/TRANSFERS OUT TOTAL				(20,000)	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
REVENUES/TRANSFERS IN TOTAL				-	

NET ADJUSTMENT	(20,000)	
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
4105	3601	00000	000000	12,674	Increase IT Replacement Fund Balance
6130	3601	00000	000000	1,309	Increase Water Rehabilitation Fund Balance
6230	3601	00000	000000	1,828	Increase Wastewater Rehabilitation Fund Balance
6330	3601	00000	000000	1,277	Increase Solid Waste Rehab Fund Balance
6001	3601	00000	000000	2,912	Increase Electric Fund Balance
	3601	00000	000000		
FUND BALANCE TOTAL				20,000	

Justification for Budget Adjustment:

This budget adjustment is requested to cancel and defund Project #500138 - Virtual Desktop Exploration due to a combination of factors including an increase in utilization of remote cloud-based software, current resource constraints, and already-existing solutions fulfilling this need for the City. This budget adjustment will defund the entire budget of \$20,000 and return unspent dollars to fund balances.



COUNCIL COMMUNICATION

CC #: 3582

File #: 0400-02 & 0400-04-17-2

Title: Second Reading - Infill Parcel 198 (100 Stonehouse Court) WellSpace Health - Rezone

Contact: Escarlet Mar 916-774-5247 emar@roseville.ca.us

Meeting Date: 10/16/2024

Item #: 7.19.

RECOMMENDATION TO COUNCIL

ORDINANCE NO. 6875 AMENDING ZONING ORDINANCE NO. 5428 OF THE CITY OF ROSEVILLE CHANGING THE ZONING OF CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF ROSEVILLE, for second reading and adoption.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Escarlet Mar, Associate Planner

Mike Isom, Development Services Director

A handwritten signature in blue ink, consisting of several overlapping loops and a vertical stroke on the left.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6875

Exhibit A

Exhibit B

ORDINANCE NO. 6875

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ZONING
ORDINANCE NO. 5428 OF THE CITY OF ROSEVILLE
CHANGING THE ZONING OF CERTAIN REAL PROPERTY LOCATED
WITHIN THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the rezone specified herein, and makes the following findings pursuant to Section 19.86.050 of the Zoning Ordinance:

1. The rezone is in conformance with the public interest, health, safety, or welfare of the City; and
2. The rezone is consistent with the objectives, policies, programs, and land use designations of the City of Roseville General Plan.

SECTION 2. Section 19.06.020 of the Zoning Ordinance of the City of Roseville, Ordinance No. 5428, is amended to change the zoning of that portion of certain real property located on Parcel 198 of the Infill area in the City of Roseville, as shown and so designated in Exhibit “A,” attached and incorporated herein by reference is hereby rezoned from Industrial/Business Park (MP) to Community Commercial/Specia Area (CC/SA) with permitted uses as shown and so designated in Exhibit “B,” attached and incorporated herein by reference.

SECTION 3. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 4. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication byposting.

PASSED AND ADOPTED by the Council of the City of Roseville this _____ day of _____, 2024, by the following vote on roll

call: AYES COUNCILMEMBERS:

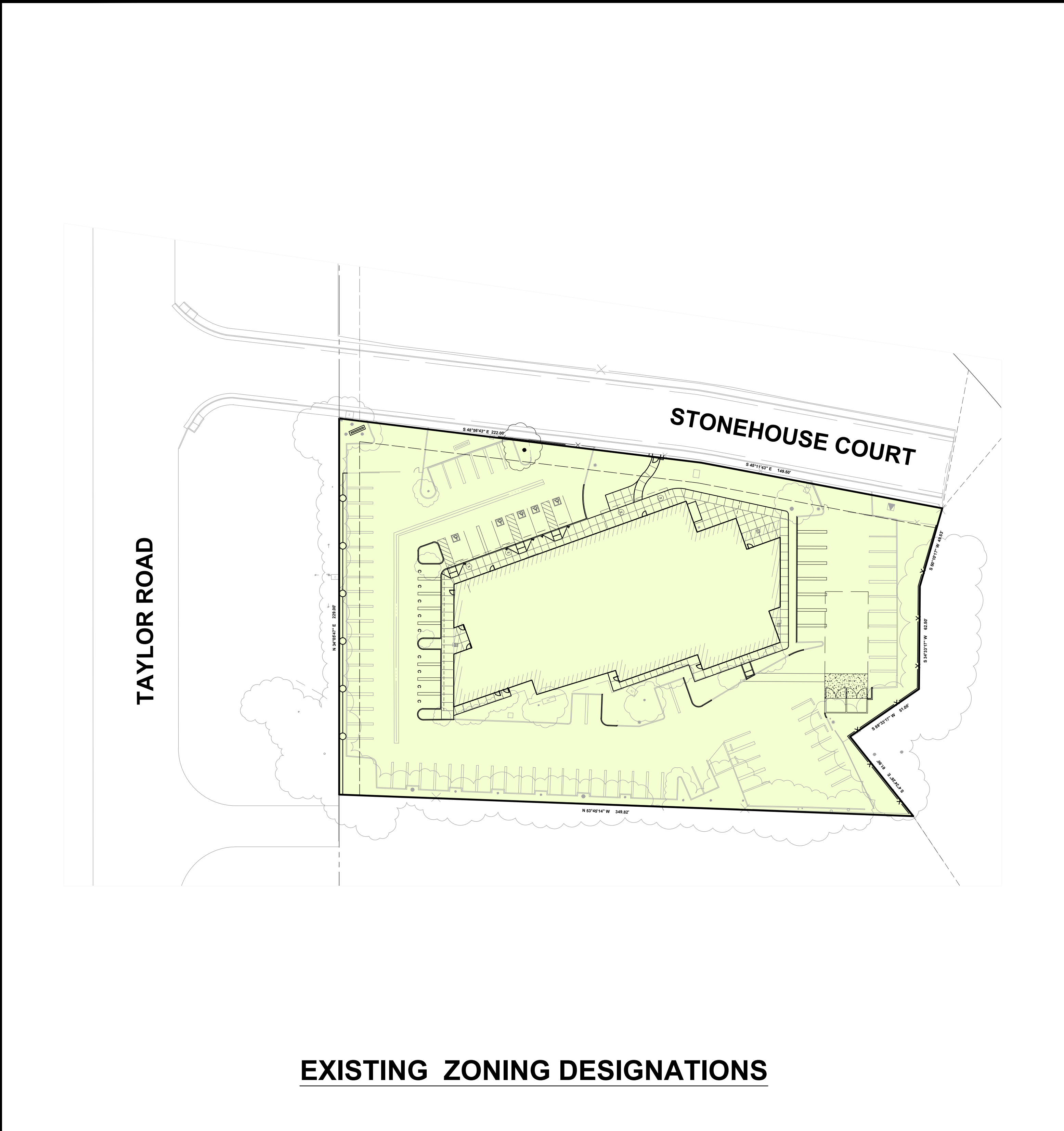
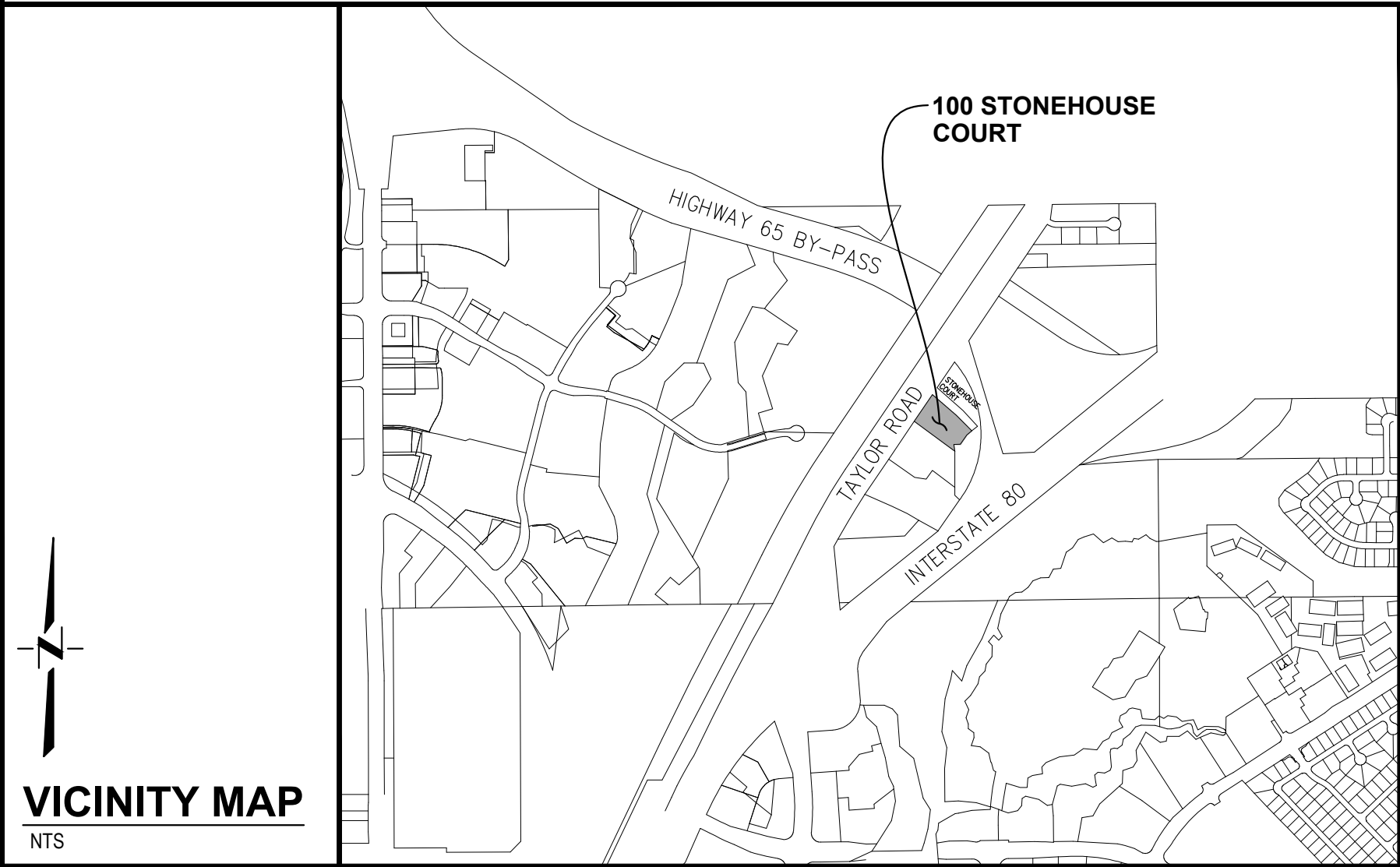
NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

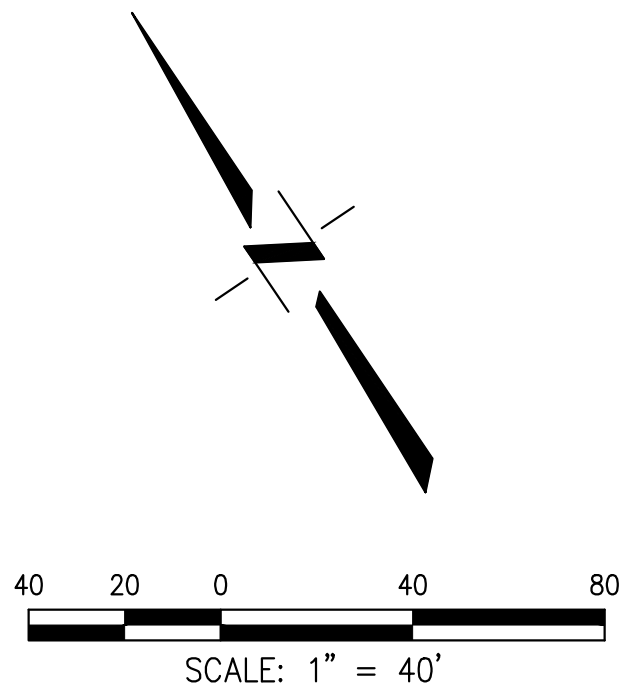
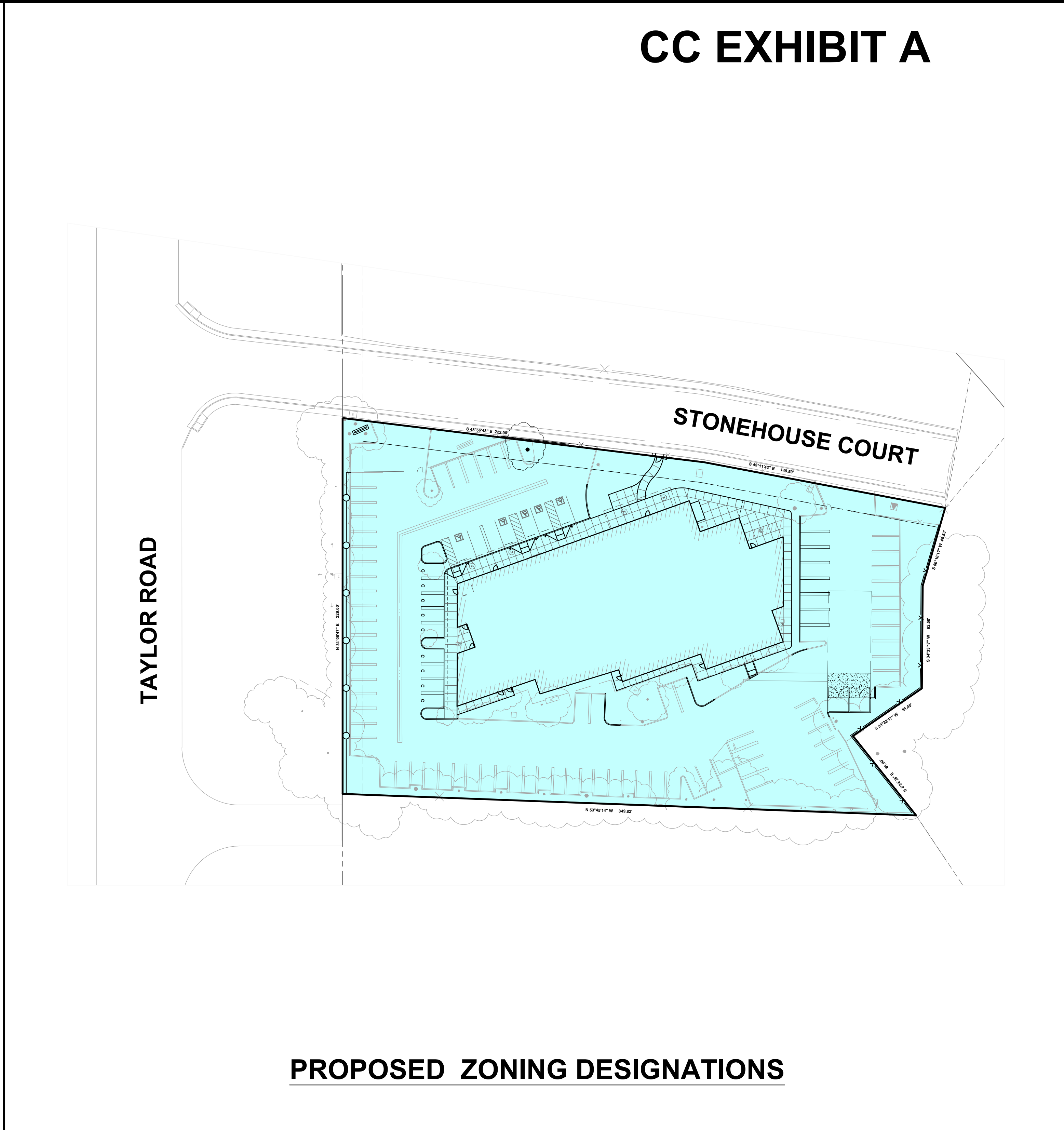
MAYOR

ATTEST:

City Clerk



SUMMARY TABLE			
DESIGNATION	ZONING	EXISTING	PROPOSED
MP	INDUSTRIAL / BUSINESS PARK	1.691 AC. ±	0
CC/SA	COMMUNITY COMMERCIAL / SPECIAL AREA	0	1.691 AC.



ZONING EXHIBIT
FOR
**WELLSPACE HEALTH PLACER
COMMUNITY HEALTH CENTER**
ROSEVILLE
CALIFORNIA

DESIGNED BY CK
DRAWN BY LE
CHECKED BY DF
SCALE
1" = 40'

NO. DATE REVISIONS BY APPD.

CECWEST.COM
Project Planning ■ Civil Engineering ■ Landscape Architecture
■ Davis Office
2120 20th Street, Suite Three
Sacramento, CA 95818
(916) 455-2026
■ Davis Office
2940 Spafford Street, Suite 200
Davis, CA 95618
(530) 755-2026

SHEET
N-1
OF
1

DATE: 02/29/2023
JOB NO: 2000.10.02.01

S:\Projects\2000\2000 Placer Placer Community Health\Autocad (Rev)\2000-02 Entitlement\2000-10-02 CIVIL Exhibit\2000-10-02-01 Rezoning Exhibit.dwg - 2/24/23 2:27:02 PM Plotted by: emre

100 STONEHOUSE COURT – WELLSPACE HEALTH COMMERCIAL ZONE DISTRICTS PERMITTED USES FOR COMMUNITY COMMERCIAL WITH SPECIAL AREA OVERLAY (CC/SA)

Primary uses are permitted in commercial zones subject to the requirements of this title as designated below:

- A. Principally permitted use, designated as “P”;
- B. Conditionally permitted use, designated as “CUP”; and
- C. Administratively permitted use, designated as “A.”

100 STONEHOUSE COURT CC/SA PERMITTED USES	
	CC/SA
AGRICULTURAL AND OPEN SPACE USE TYPES	
Resource Protection and Restoration	CUP
Resource Related Recreation	P
CIVIC USE TYPES	
Community Assembly	CUP
Community Services	P
Essential Services	P
Hospital Services	
General Hospital Services	-
Psychiatric Hospital Services	-
Libraries and Museums, Private	-
Public Parking Services	P
Schools	
College and University	P
Public/Private Elementary and Secondary	CUP
Social Services	
Emergency Shelter	-
Food Distribution	-
Food Service	-
Power Generating Facilities ⁽⁹⁾	
Emergency	A
Supplemental/Individual Use	CUP

100 STONEHOUSE COURT CC/SA PERMITTED USES	
	CC/SA
Passive Power	P
RESIDENTIAL USE TYPES	
Accessory Dwelling Units ⁽¹¹⁾	-
Caretaker/Employee Housing	CUP
Community Care Facilities, Small	-
Community Care Facilities, Large	-
Dwelling ⁽¹⁰⁾	
Multi-Family ^(13, 14)	-
Single-Family ⁽¹⁴⁾	-
Two-Family ⁽¹⁴⁾	-
Family Day Care Home, Small	-
Family Day Care Home, Large	-
Single Room Occupant	-
Low-Barrier Navigation Centers	-
COMMERCIAL USE TYPES	
Adult-Oriented Businesses	-
Animal Sales and Service	
Grooming and Pet Stores	P
Kennels	-
Veterinary Clinic	P
Veterinary Hospital	CUP
Automotive and Equipment	
Automotive Body and Equipment Repair	-
Automotive Rentals	-
Automotive Repairs	CUP
Automotive Sales	CUP
Car Wash and Detailing	CUP
Commercial Parking	-

100 STONEHOUSE COURT CC/SA PERMITTED USES	
	CC/SA
Electric Vehicle Charging Center ⁽¹²⁾	P/CUP
Fuel Sales ⁽¹²⁾	-
Heavy Equipment Rental and Sales	-
Banks and Financial Services	P
Bars and Drinking Places	-
Broadcasting and Recording Studios	-
Building Material Stores	CUP
Business Support Services	P
Commercial Recreation	
Amusement Center	-
Indoor Entertainment	CUP
Indoor Sports and Recreation	P
Large Amusement Complexes	-
Outdoor Entertainment	-
Outdoor Sports and Recreation	-
Community Care Facility	-
Day Care Center	-
Eating and Drinking Establishments	
Fast Food with Drive-Through ⁽¹²⁾	-
Convenience	P
Full Service	-
Food and Beverage Retail Sales	-
Funeral and Interment Services	-
Lodging Services	-
Long-Term Care Facility	-
Maintenance and Repair	P
Medical Services, General	CUP
Neighborhood Commercial	-

100 STONEHOUSE COURT CC/SA PERMITTED USES	
	CC/SA
Nightclubs ⁽⁶⁾	CUP
Nursery, Retail	-
Offices, Professional	P
Personal Services	P
Retail Sales and Services	P
Specialized Education and Training	
Vocational Schools	P
Specialty Schools	P
Storage, Personal Storage Facility	CUP
INDUSTRIAL USE TYPES	
Laundries, Commercial	CUP
Printing and Publishing	-
Research Services	-
Wholesaling and Distribution, Light	-
TRANSPORTATION AND COMMUNICATION USE TYPES	
Heliport	-
Intermodal Facilities ⁽⁸⁾	CUP
Telecommunication Facilities ⁽⁷⁾	P/A/CUP

Notes:

- (6) Additional requirements are contained in Chapter 19.49.
- (7) Additional requirements are contained in Chapter 19.34.
- (8) Additional requirements are contained in Chapter 19.36.
- (9) Additional requirements are contained in Chapter 19.55.
- (10) Transitional housing and supportive housing are considered residential use types and are permitted (P) where residential uses are permitted (P) or conditionally permitted (CUP).
- (11) Accessory dwelling/junior accessory dwelling units are only permitted within areas zoned to allow single-family, two-family or multi-family residential use and must be located on a lot that contains an existing or proposed single-family, two-family or multi-family dwelling unit which has an approved CUP as defined in Sections 19.08.080(F)(1) and (F)(2) (Residential Use Types). See Chapter 19.60 for additional accessory dwelling/junior accessory dwelling unit regulations.
- (12) A Conditional Use Permit is required for fast food with drive through establishments, fuel sales establishments, or electric vehicle charging centers contiguous to:
(a) properties with a residential zoning designation; (b) parcels designated as a public utilities easement or landscape easement which are contiguous to a property having a residential zoning designation; and (c) any other parcel of land upon which a building cannot be developed and which separates the subject parcel by less than 100 feet which is contiguous to a property having a residential zoning designation. A conditional use permit is not required for these uses if the subject parcel is separated from properties with a residential zoning designation by a public roadway.
- (13) Multi-family uses are permitted with an Administrative Permit in the NC and CC zone districts when the housing development is constructed on or adjacent to a site occupied by a non-profit organization, and a non-profit organization will offer supportive services to the proposed residents. Examples of supportive services include transportation, child care, education assistance, and the provision of clothing and other supplies.
- (14) For sites within a specific plan, residential units are only permitted with a CUP if the specific plan has allocated units to the site. If no units are allocated or if fewer units are allocated than are proposed, a unit transfer or Specific Plan Amendment is required in addition to the CUP.



COUNCIL COMMUNICATION

CC #: 3594

File #: 0323

Title: Second Reading - Roseville Municipal Code Amendment – Kennel Licenses

Contact: Travis Cochran 916-774-5325 tecochran@roseville.ca.us

Meeting Date: 10/16/2024

Item #: 7.20.

RECOMMENDATION TO COUNCIL

ORDINANCE NO. 6878 AMENDING SECTIONS 7.20.010 AND 7.20.020 OF CHAPTER 7.20 OF TITLE 7 OF THE ROSEVILLE MUNICIPAL CODE REGARDING KENNEL LICENSES, for second reading and adoption.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A – Maintain a safe and healthy community

Goal F – Deliver exceptional City services

Respectfully Submitted,

Travis Cochran, Deputy City Attorney

Michelle Sheidenberger, City Attorney

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

Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6878

ORDINANCE NO. 6878

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTIONS
7.20.010 AND 7.20.020 OF CHAPTER 7.20 OF TITLE 7 OF THE ROSEVILLE MUNICIPAL
CODE REGARDING KENNEL LICENSES

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Section 7.20.010 of Chapter 7.20 of the Roseville Municipal Code is hereby amended to read as follows:

7.20.010 Kennels-License required.

No more than four dogs over the age of four months shall be kept at or upon any premises or dwelling unit without first securing from the animal control officer a license to operate a kennel regardless of the number of persons residing in such dwelling unit.

SECTION 2. Section 7.20.020 of Chapter 7.20 of the Roseville Municipal Code is hereby amended to read as follows:

7.20.020 License issuance.

The animal control officer shall issue a license to operate a kennel only under the following conditions:

- A. When the premises on which the kennel will be located complies with the provisions of the zoning code of the city;
- B. When the premises on which the kennel will be located is of sufficient size to accommodate, in the opinion of the animal control officer, the number of dogs which the owner of such kennel anticipates will be on the premises, without causing any disturbance or annoyance to persons in the surrounding area;
- C. The applicant has prepared and submitted to the city an animal natural disaster evacuation plan covering the kennel to be operated under the license.
- D. No kennel may exist upon any property zoned for residential use.

SECTION 3. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 4. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

ATTEST:

MAYOR

City Clerk



COUNCIL COMMUNICATION

CC #: 3583

File #: 0400-07 & 0400-04-04-02

Title: North Central Roseville Specific Plan PCL 34C - 6718 Stanford Ranch Road - Parcel Map

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

Meeting Date: 10/16/2024

Item #: 7.21.

RECOMMENDATION TO COUNCIL

It is recommended that the City Council approve the final map on file with the City Clerk and accept on behalf of the public, the public rights of way and Lot A, offered thereon.

BACKGROUND

On October 11, 2023, the Planning Commission approved a Tentative Parcel Map for the NCRSP PCL 34C - Parcel map, located at 6718 Stanford Ranch Rd that would create two commercial parcels and dedicate a portion of right of way along existing Fairway Drive. The tentative map allowed for the splitting of one existing commercial parcel into two separate parcels. The subdivision will create two lots. Parcel A will be 13.4 acres and will consist of the buildings north of Five Star Boulevard, and Parcel B will be 6.85 acres and will consist of the buildings south of Five Star Boulevard. No development or grading activities are proposed with the project.

The Development Services - Engineering section has reviewed the subject parcel map and found it to be 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 two commercial and one public right of way lot.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund associated with this approval.

ENVIRONMENTAL REVIEW

This project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15315, Minor Land Divisions, and pursuant to Section 305 of the City of Roseville CEQA Implementing Procedures. Consistent with this exemption,

the project involves the division of property in an urbanized area zoned for commercial use into four or fewer parcels and is in conformance with the General Plan and zoning; no variances or exceptions are required; all services and access to the proposed parcels to local standards are available; the parcel was not involved in a division of a larger parcel within the previous 2 years; and the parcel does not have an average slope greater than 20 percent.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Jeff Hendrix, Associate Engineer

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

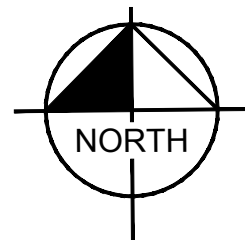
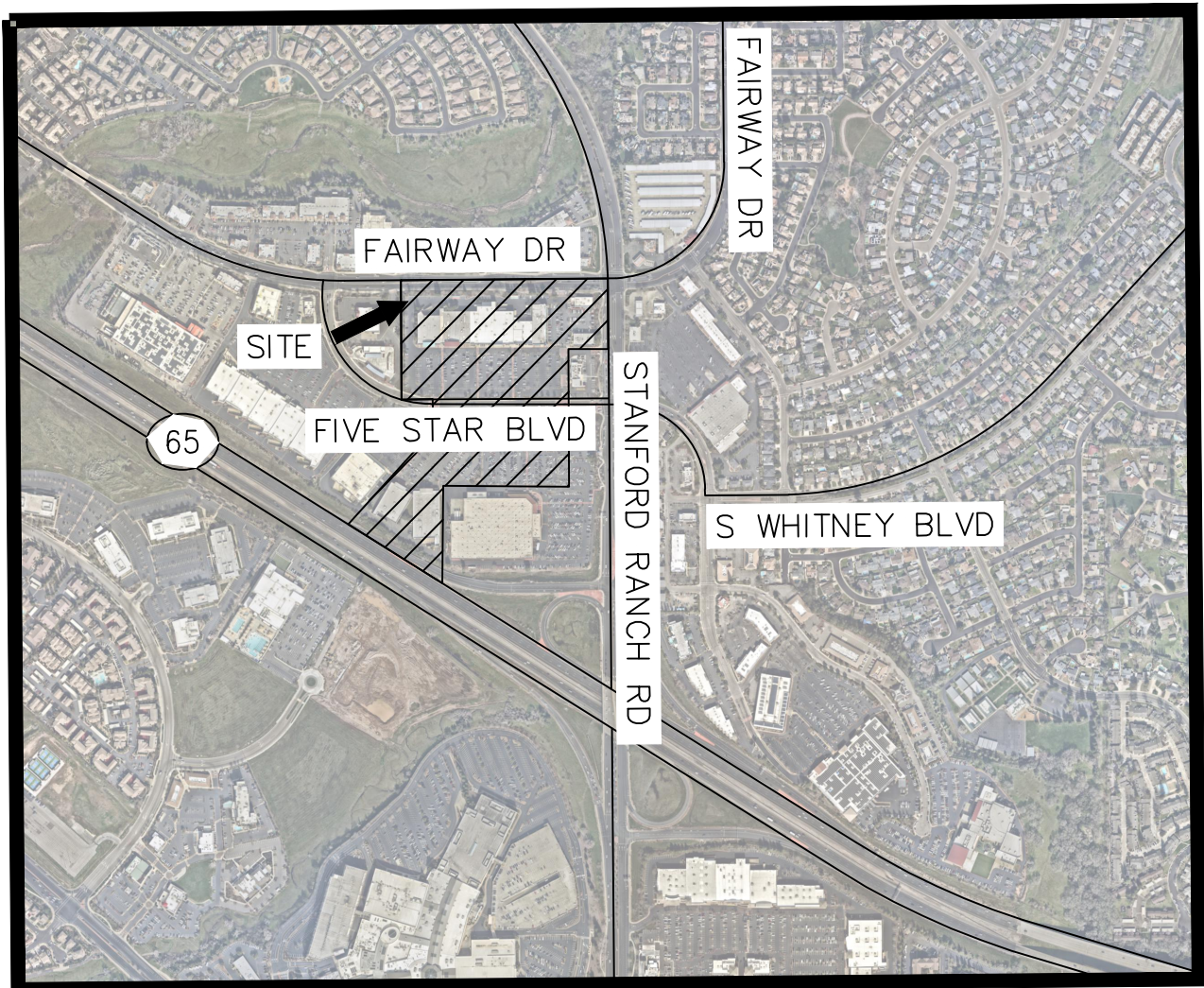
Description

Vicinity Map

Parcel Map

EXHIBIT "A"

SHEET 1 OF 1



NOT TO SCALE

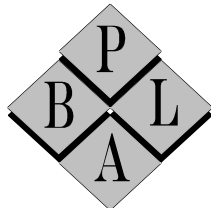
Kimley»Horn

1100 TOWN AND COUNTRY ROAD, SUITE 700
ORANGE, CA 92868
PHONE: 714-939-1031
WWW.KIMLEY-HORN.COM

PARCEL MAP
NCRSP PCL 34C - LOT SPLIT
6718 STANFORD RANCH ROAD

SUBDIVISION NO. PL23-0325
BEING A SUBDIVISION OF PARCEL 1 ON THAT CERTAIN PARCEL MAP OF STANFORD RANCH CROSSING, FILED FOR RECORD ON MARCH 28, 1997 IN BOOK 28 OF PARCEL MAPS, AT PAGE 160, PLACER COUNTY RECORDS, LYING IN SECTION 23, TOWNSHIP 11 NORTH, RANGE 6 EAST, MOUNT DIABLO MERIDIAN.

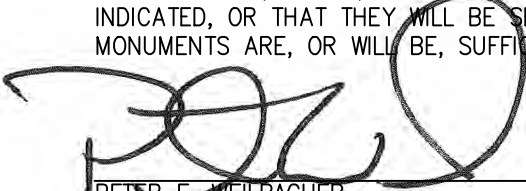
CITY OF ROCKLIN COUNTY OF PLACER STATE OF CALIFORNIA
DECEMBER 2023

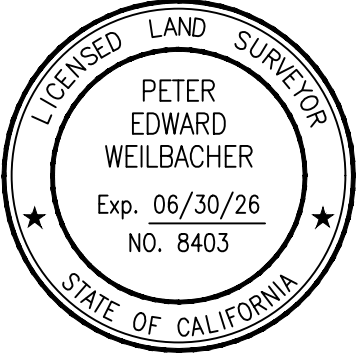


PBLA SURVEYING, INC.
Planning • Engineering • Surveying
981 CORPORATE CENTER DR., STE. 168
POMONA, CALIF. 91768

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND WAS COMPILED FROM RECORD DATA IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF PL ROSEVILLE LP, A DELAWARE LIMITED PARTNERSHIP. ON DECEMBER 2023 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, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE JANUARY 2025; THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.


PETER E. WEILBACHER
PLS NO. 8403
EXPIRES 06/30/2026



OWNER'S STATEMENT

THE UNDERSIGNED HEREBY STATE THAT THEY ARE THE OWNERS OF OR HAVE SOME RIGHT, TITLE OR INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THIS SUBDIVISION; THAT THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP, AND HEREBY OFFER FOR DEDICATION HEREON AND HEREBY DEDICATE TO THE PUBLIC FOR THE HEREINAFTER DESCRIBED PURPOSES THE FOLLOWING:

LOT "A" AS SHOWN HEREON AS PUBLIC RIGHT-OF-WAY.

PL ROSEVILLE LP, A DELAWARE LIMITED PARTNERSHIP

BY: _____
NAME
TITLE

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 _____, 20____ 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 COMMISSION NUMBER _____
MY COMMISSION EXPIRES _____
MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY

CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF ROSEVILLE, HAS APPROVED THIS PARCEL MAP, AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, THE RIGHT-OF-WAY OFFERED HEREON.

DATE: _____

CITY CLERK, CITY OF ROSEVILLE

ASSISTANT CITY CLERK,
CITY OF ROSEVILLE

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP OF "SUBDIVISION NO. PL23-0325" 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 MAPS ACT AND ALL APPLICABLE ORDINANCES HAVE BEEN COMPLIED WITH.

DATE: _____

MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE
R.C.E. 69879
EXP. DATE 09/30/2024

I HEREBY STATE THAT I AM SATISFIED THIS PARCEL MAP OF "SUBDIVISION NO. PL23-0325" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

DATED: _____

TIMOTHY G. BLAIR, P.L.S. 8278
EXP. DATE 12/31/2025



RECORDER'S STATEMENT

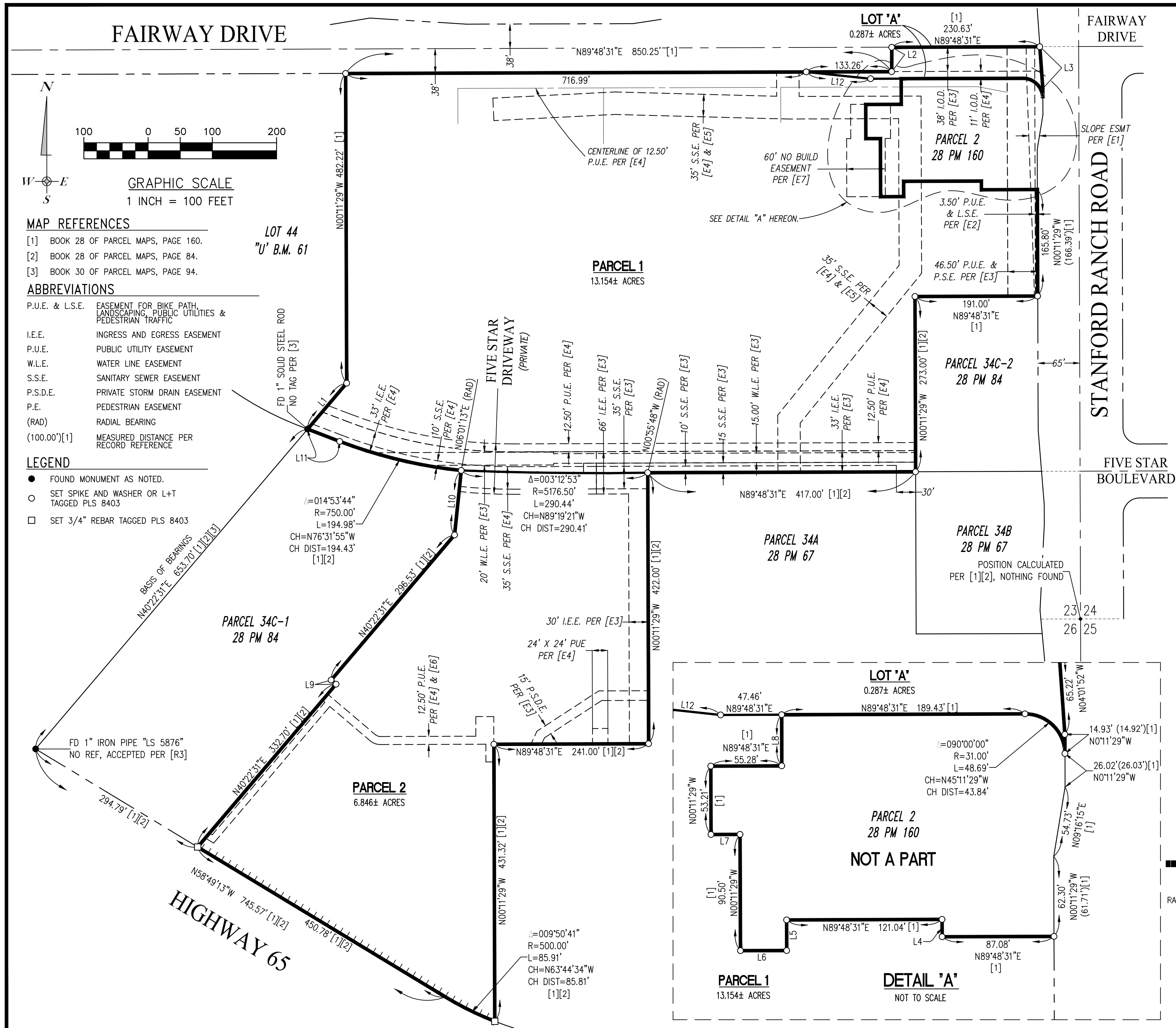
FILED THIS _____ DAY OF _____, 20____, AT _____ M. IN BOOK _____ OF PARCEL MAPS, AT PAGE _____, PLACER COUNTY RECORDS, AT THE REQUEST OF THE FIRST AMERICAN TITLE COMPANY

FILE NO. 202_-_____

RYAN RONCO
PLACER COUNTY RECORDER

FEE: _____

BY: _____
DEPUTY



BASIS OF BEARINGS

THE BEARING NORTH 40°22'31" EAST, BEING THE WESTERLY LINE OF PARCEL 34-C, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD IN BOOK 28 OF MAPS AT PAGE 84, WAS TAKEN AS BASIS OF BEARINGS FOR THIS MAP.

EASEMENT NOTES

- [E1] 3620 O.R. 578.
- [E2] BOOK R, PAGE 24 OF TRACT MAPS.
- [E3] BOOK 28, PAGE 67 OF PARCEL MAPS.
- [E4] BOOK 28, PAGE 84 OF OF PARCEL MAPS
- [E5] DOCUMENT NO. 97-0017255, O.R.
- [E6] DOCUMENT NO. 97-0017257, O.R.
- [E7] DOCUMENT NO. 97-0028930, O.R.

NOTES

1. THIS SUBDIVISION CONTAINS 20.286 ACRES GROSS (GROSS) AND IS CREATING 2 COMMERCIAL PARCELS.
2. ALL CURVES SHOWN HEREON ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, AND CHORD BEARING AND DISTANCE. ALL DISTANCES AND DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS.
3. A NO EGRESS OR EGRESS RIGHTS LINE [|||||] ALONG THE SOUTHERLY BOUNDARY AFFECTS PARCEL 2 SHOWN HEREON, AS SET FORTH IN 3620 O.R. 589.
4. THE PROPERTY IS SUBJECT TO A "RECIPROCAL ACCESS AGREEMENT" RECORDED AS DOC. NO. 95-029824, O.R. [BLANKET IN NATURE]
5. THE PROPERTY IS SUBJECT TO A "CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT" RECORDED AS DOC. NO. 95-031445, AND AMENDED AS DOC. NO. 96-018253 O.R., DOC. NO. 96-018254 O.R., AND 2015-0029570-00, O.R. [BLANKET IN NATURE]
6. THE PROPERTY IS SUBJECT TO A "RECIPROCAL ACCESS AGREEMENT" RECORDED AS DOC. NO. 95-059608 O.R. [BLANKET IN NATURE]

LINE TABLE			
LINE	BEARING	LENGTH	NOTE
L1	N40°22'31"E	93.85'	[1]
L2	N00°11'29"W	38.00'	[1]
L3	N04°01'52"W	65.22'	[1]
L4	N00°11'29"W	13.50'	[1]
L5	N00°11'29"W	23.79'	[1]
L6	N89°48'31"E	36.00'	[1]
L7	N89°48'31"E	22.59'	[1]
L8	N00°11'29"W	39.89'	[1]
L9	N49°37'29"W	10.00'	[1]
L10	N05°54'28"E	100.91'	[1]
L11	N69°05'03"W	53.57'	[1]
L12	N83°56'14"W	100.97'	N/A

PARCEL MAP
NCRSP PCL 34C - LOT SPLIT
6718 STANFORD RANCH ROAD

SUBDIVISION NO. PL23-0325
BEING A SUBDIVISION OF PARCEL 1 ON THAT CERTAIN PARCEL MAP ENTITLED STANFORD
RANCH CROSSING, FILED FOR RECORD ON MARCH 28, 1997 IN BOOK 28 OF PARCEL MAPS,
AT PAGE 160, PLACER COUNTY RECORDS, LYING IN SECTION 23, TOWNSHIP 11 NORTH,
RANGE 6 EAST, MOUNT DIABLO MERIDIAN.

CITY OF ROCKLIN

COUNTY OF PLACER
DECEMBER 2023

STATE OF CALIFORNIA

PBLA SURVEYING, INC.

Planning • Engineering • Surveying
981 CORPORATE CENTER DR., STE. 168
POMONA, CALIF. 91768



COUNCIL COMMUNICATION

CC #:

File #:

Title: Consent Calendar

Contact:

Meeting Date: 10/16/2024

Item #:



COUNCIL COMMUNICATION

CC #: 3596

File #: 0704-01 & 0201-01

Title: Roseville Soccer Complex Naming Rights - Sponsorship Agreement and Budget Adjustment

Contact: Jeff Nereson 916-774-5974 jnereson@roseville.ca.us

Meeting Date: 10/16/2024

Item #: 8.1.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council:

- 1) Adopt a resolution to approve a sponsorship agreement between City of Roseville and South Placer County Tourism Corporation dba Placer Valley Tourism for naming rights of the soccer complex and authorize the City Manager to execute it on behalf of the City of Roseville; and
- 2) Adopt an ordinance to approve a budget adjustment for \$50,000 in sponsorship revenue to increase the fund balance in the new Soccer Complex Capital Fund.

BACKGROUND

The City's 10-field, lighted, artificial turf soccer complex located at 2600 Westbrook Drive in Roseville broke ground in June 2023 and is anticipated to officially open by January 1, 2026. The complex will be a sports destination unlike any other in the region, attracting tournaments and outdoor sporting events that draw attendees from far outside of Roseville as well as provide much needed fields for Roseville youth and adult soccer and sports groups. The fields are suited for a variety of sports, including soccer, football, lacrosse, rugby, field hockey, Quadball, and more.

In early August 2023, the Parks, Recreation & Libraries Department (PRL) publicly promoted sponsorship opportunities for the future soccer complex through print and social media, City websites and newsletters, and the Chamber of Commerce. Sponsorship opportunities included a complex naming rights sponsor, plaza sponsors, and individual field sponsors. The call for sponsors was open for 30 days, during which time staff received approximately nine expressions of interest. After follow-up outreach, Placer Valley Tourism (PVT) expressed strong interest in the complex naming rights sponsorship.

Placer Valley Tourism is a Business Improvement District (BID) formed in 2004 with a mission to support the health of the hotel industry in Placer County by promoting the region as a tourism destination. PVT has been a valued partner of the City of Roseville for over 20 years, sharing our goals and priorities of enhancing economic vitality by advancing sports tourism in Roseville.

Soccer complex naming rights sponsorship benefits include:

- Naming the facility “Placer Valley Soccer Complex”.
- Sponsor branding on facility monument and entry signs.
- Sponsor branding on mural and/or backdrop photo/branding locations.
- Sponsor branding on “wayfinding” signs, facility website and social media, collateral materials and promotions.
- Sponsor use of the facility without cost for four (4) full weekends during each calendar year.
- Sponsor use of the facility without cost for not less than six (6) full weekdays during each calendar year.
- Sponsor use of the facility for not less than ten (10) additional midweek and weekend days during each calendar year at fifty percent (50%) of the usual and customary rental cost.
- Sponsor will have the right to locate and manage an outdoor promotional space (booth) at events held at the Facility.

FISCAL IMPACT

Under this agreement, the City of Roseville will receive \$5,000,000 over twelve years. Payments shall be made as follows:

Payment #	Date of Payment	Payment Period	Payment Amount
1	Effective Date	1/1/2026 through 12/31/2026	\$50,000
2	11/1/2025	1/1/2026 through 12/31/2026	\$250,000
3	11/1/2026	1/1/2027 through 12/31/2027	\$300,000
4	11/1/2027	1/1/2028 through 12/31/2028	\$400,000
5	11/1/2028	1/1/2029 through 12/31/2029	\$400,000
6	11/1/2029	1/1/2030 through 12/31/2030	\$500,000
7	11/1/2030	1/1/2031 through 12/31/2031	\$500,000
8	11/1/2031	1/1/2032 through 12/31/2032	\$500,000
9	11/1/2032	1/1/2033 through 12/31/2033	\$500,000
10	11/1/2033	1/1/2034 through 12/31/2034	\$500,000
11	11/1/2034	1/1/2035 through 12/31/2035	\$500,000
12	11/1/2035	1/1/2036 through 12/31/2036	\$300,000
13	11/1/2036	1/1/2037 through 12/31/2037	\$300,000

The sponsorship revenue, along with all other revenue generated by the facility, will be used to pay for operations and to fund deposits to the new Soccer Complex Capital Fund for future replacement of the turf and other capital needs.

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 sponsorship agreement and a budget adjustment meet

the above criteria and are 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 D - Enhance economic vitality

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Jeff Nereson, Parks, Recreation & Libraries Manager

Jill Geller, Parks, Recreation & Libraries Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-347

Soccer Complex Naming Rights Sponsor Agreement

Ordinance 6880

RESOLUTION NO. 24-347

APPROVING A SPONSORSHIP AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SOUTH PLACER COUNTY TOURISM CORPORATION DBA PLACER VALLEY TOURISM, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a sponsorship agreement for the naming rights of the Roseville Soccer Complex to be constructed and located at 2600 Westbrook Drive in Roseville, CA, by and between the City of Roseville and South Placer County Tourism Corporation dba Placer Valley Tourism, has been reviewed by the City Council; and

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

SPONSORSHIP AGREEMENT

This SPONSORSHIP AGREEMENT ("Agreement"), made and entered into this ____ day of _____, 2024 (the "Effective Date"), by and between the City of Roseville, a municipal corporation ("City") and South Placer County Tourism Corporation, a California nonprofit mutual benefit corporation, dba Placer Valley Tourism ("Sponsor") (collectively, the "Parties").

RECITALS:

WHEREAS, City is soliciting a naming rights sponsor for the Roseville Soccer Complex to be constructed and located at 2600 Westbrook Drive, Roseville, California ("Facility"); and

WHEREAS, Sponsor is a Business Improvement District formed in 2004 by the City of Roseville and classified for tax purposes as a 501(c)(6) entity; and

WHEREAS, Sponsor desires to be the naming rights partner of the Facility.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the Parties do hereby agree as follows:

AGREEMENT:

1) The Facility. The "Facility" means the Soccer Complex to be constructed, owned, and managed by City located at 2600 Westbrook Drive, Roseville, California, and which includes, but is not limited to, ten (10) regulation artificial turf soccer fields and supporting amenities, nine hundred fifty (950) parking spaces, permanent restrooms and tournament headquarters building, among other amenities, suitable for year-round activities.

2) Sponsorship Relationship. During the Term of the Agreement, including any extension or modification, City hereby designates Sponsor to be the "Official Naming Rights Partner" of the Facility.

(a) During the Term, Sponsor may advertise and promote itself as the "Official Naming Rights Partner" of the Facility.

(b) Sponsor acknowledges and agrees, however, that all reference to and use by Sponsor as the "Official Naming Rights Partner" of the Facility in advertising and promotional materials, in brochures; in radio or television advertisements or otherwise in any manner, shall in all cases be subject to the prior review and written approval by City, which approval shall not be unreasonably withheld, conditioned or delayed. Once approved for use in a specific media, that use shall be deemed appropriate for all future use during the Term of the Agreement.

3) Term.

(a) The Term of this Agreement shall commence on January 1, 2026, or the first calendar day after completion of the construction of the Facility when the fields are programmed for use ("Commencement Date") and, unless sooner terminated as provided in this Agreement, shall end on December 31 of the year in which the twelfth (12th) anniversary of the Commencement Date occurs.

(b) In the event the Commencement Date is a date other than January 1, 2026, the Naming Rights Fee specified in Section 5, below, for the year beginning on January 1, 2026, and ending on December 31, 2026, shall be prorated to an amount equal to the product of \$300,000, multiplied by a fraction, the numerator of which is the number of days between the Commencement Date and December 31, 2026, and the denominator of which is 365.

(c) In the event the Commencement Date does not occur within the 2026 calendar year, the Naming Rights Fees set forth in Section 5(a) shall be adjusted by the deletion of each calendar year stated therein (other than the calendar year 2025) and the replacement of said deleted calendar year with the next calendar year in sequence. For purposes of clarification, if the Commencement Date occurs within the 2027 calendar year, the year 2026 in the schedule set forth in Section 5(a) shall be replaced with the year 2027, and so on for each calendar year stated in said table other than the calendar year 2025.

(d) Provided this Agreement is then in effect, Sponsor shall have a period of one-hundred and eighty (180) calendar days immediately prior to termination of the Term during which to exclusively negotiate with City concerning the terms and conditions under which the Term of this Agreement may be extended. In order for this right of exclusive negotiations to be effective, Sponsor must give to City written notice of Sponsor's election to conduct such negotiations, and such written notice must be delivered to City no later than the date one hundred and eighty (180) calendar days prior to the last day of the Term. Any renewal term shall be for an additional term and on such other terms and conditions agreed to by the Parties.

4) Sponsorship Benefits. In addition to recognizing Sponsor's status as the "Official Naming Rights Partner" of the Facility, City agrees that during the Term Sponsor shall receive certain sponsorship benefits as are hereinafter described and as may be proposed, developed and implemented or as may be mutually agreed to in writing by the Parties. Attached hereto as Exhibit A is a list of such sponsorship benefits which City agrees to provide to Sponsor at the Facility.

5) Compensation to City.

a) Naming Rights Fee. In consideration of receiving the sponsorship benefits described herein, Sponsor agrees to pay to City the following Naming Rights Fees:

Naming Rights Fee

Row	Date of Payment	Payment Application Period ("Contract Year")	Amount of Payment
1	Effective Date	January 1, 2026, through December 31, 2026	\$50,000
2	November 1, 2025	January 1, 2026, through December 31, 2026	\$250,000
3	November 1, 2026	January 1, 2027, through December 31, 2027	\$300,000
4	November 1, 2027	January 1, 2028, through December 31, 2028	\$400,000
5	November 1, 2028	January 1, 2029, through December 31, 2029	\$400,000
6	November 1, 2029	January 1, 2030, through December 31, 2030	\$500,000
7	November 1, 2030	January 1, 2031, through December 31, 2031	\$500,000
8	November 1, 2031	January 1, 2032, through December 31, 2032	\$500,000
9	November 1, 2032	January 1, 2033, through December 31, 2033	\$500,000
10	November 1, 2033	January 1, 2034, through December 31, 2034	\$500,000
11	November 1, 2034	January 1, 2035, through December 31, 2035	\$500,000
12	November 1, 2035	January 1, 2036, through December 31, 2036	\$300,000
13	November 1, 2036	January 1, 2037, through December 31, 2037	\$300,000

b) Capacity Restriction Adjustment. In the event the Facility shall not be permitted to host and operate an event that brings together more than 400 people as the result of a government policy, order or directive determined by a governing body with the authority to determine such restriction, the Naming Rights Fee shall be adjusted and paid in accordance with the Adjustment Schedule set forth in this Section 5(b). Capacity restriction adjustments shall be determined on the last day of each respective calendar year. In the event Sponsor's Naming Rights Fee payment exceeds the capacity restriction adjustment

payment, the excess Naming Rights Fee payment shall be applied as a credit to the immediately subsequent Contract Year's Naming Rights Fee. If there is an excess Naming Rights Fee payment upon the expiration of the Term, the excess shall be refunded to Sponsor.

Capacity Restriction Adjustment

Number of Restricted Capacity Days	Capacity Restriction Adjustment
273 or more Days	Seventy-Five Percent (75%) Reduction
182 or more and less than 273 Days	Fifty Percent (50%) Reduction
Less than 182 Days	Twenty-Five Percent (25%) Reduction.

6) Sponsor Trademarks/Approval.

(a) City acknowledges and agrees that Sponsor has an interest in maintaining and protecting the image and reputation of Sponsor's name, logo and trademarks (hereinafter referred to as the "Sponsor Trademarks"), and that in order to accomplish this purpose, Sponsor must in all cases assure itself that Sponsor Trademarks are at all times used by City in a manner consistent with the standards and guidelines established by Sponsor. City agrees that Sponsor must, therefore, have the right to examine and to approve or disapprove, in advance of use, the contents, appearance and presentation of any and all materials proposed to be used by City which relate to the Facility and uses or incorporates the Sponsor Trademarks. City therefore agrees that it will not produce, publish or in any manner use or distribute any such materials which have not been submitted to and approved in writing in advance by Sponsor.

(b) City agrees to submit to Sponsor, at the address set forth in Paragraph 8 or by other means of transmission agreed to in advance in writing by the Parties, for its examination and approval or disapproval, in advance of use, a sample of any proposed use of the Sponsor Trademarks. Sponsor agrees it will promptly examine and either approve or disapprove such submissions, and that City will be promptly notified by Sponsor of its approval or disapproval. Sponsor agrees that it will not unreasonably disapprove, condition or delay any such submission and, if a submission is disapproved, conditioned or delayed, City will be advised of the specific reasons for Sponsor's disapproval, condition or delay in each case. Sponsor agrees that any materials submitted pursuant to any of the notice methods set forth in Paragraph 8, may be deemed by City to have been approved if the same are not disapproved, conditioned or delayed in writing within fourteen (14) calendar days of confirmation of receipt by Sponsor, and confirmation of receipt is not to be unreasonably delayed.

(c) City agrees to defend, protect, indemnify and hold harmless Sponsor and its authorized agents, officers, employees, executives or representatives, from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorneys' fees, arising out of any failure by City to comply with the requirements in this Section 6.

7) City Trademarks/Approval.

(a) Sponsor acknowledges and agrees that City has an interest in maintaining and protecting the image and reputation of its names, logos, and trademarks, along with the logos and trademarks of other parties acting under or through City (hereinafter referred to as the "City Trademarks"), and that in order to accomplish this purpose, City must in all cases assure themselves that City Trademarks are at all times used by Sponsor in a manner consistent with the standards and guidelines

established by City. Sponsor agrees that City must, therefore, have the right to examine and to approve or disapprove in advance of use the contents, appearance and presentation of any and all materials proposed to be used by Sponsor which relate to the Facility and uses or incorporates City Trademarks. Sponsor therefore agrees that it will not produce, publish or in any manner use or distribute any such materials which have not been submitted to and approved in writing in advance by City.

(b) Sponsor agrees to submit to City, at the addresses set forth in Paragraph 8 or by other means of transmission agreed to in advance in writing by the Parties, for its examination and approval or disapproval, in advance of use, a sample of any proposed use of City Trademarks. City agrees it will promptly examine and either approve or disapprove such submissions, and that Sponsor will be promptly notified by City of its approval or disapproval. City agrees that it will not unreasonably disapprove, condition or delay any such approval and, if a submission is disapproved, conditioned or delayed, Sponsor will be advised of the specific reasons for City's disapproval, condition or delay. City agrees that any materials submitted pursuant to any of the notice methods set forth in Paragraph 8, may be deemed by Sponsor to have been approved if the same are not disapproved in writing within fourteen (14) calendar days of confirmation of receipt by City, and confirmation of receipt not to be unreasonably delayed.

(c) Sponsor agrees to defend, protect, indemnify and hold harmless City and their respective Board Members, employees, authorized agents, officers, executives or representatives, from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorneys' fees, arising out of any failure by Sponsor to comply with the requirements in this Section 7.

8) Submissions and Notices. Any notices required or permitted hereunder shall be considered as duly made if delivered by certified mail, return receipt requested, or by express package or delivery service, upon confirmation of delivery, or by hand delivery to the party for which it is intended at the following address, or by electronic mail or facsimile transmission, if the recipient specifically acknowledges receipt:

To City:

City of Roseville
Parks, Recreation & Libraries
Attention: Director
316 Vernon Street
Roseville, CA 95678

With a Copy to:

City of Roseville
City Attorney's Office
316 Vernon Street
Roseville, CA 95678

To Sponsor:

Placer Valley Tourism
Attention: Kim Summers, CEO
2204 Plaza Drive, Suite 110
Rocklin, CA 95677

With a Copy to:

Robert F. Sinclair
Sinclair Wilson Baldo & Chamberlain
2390 Professional Drive
Roseville, CA 95661

9) Indemnity by City. City shall indemnify, defend, and save, and hold harmless Sponsor and its affiliates, officers, directors, employees, representatives, contractors, and agents, and any of them, from and against any and all expenses, damages, claims, suits, actions, judgments, liabilities and costs whatsoever (including attorneys' fees and expenses of attorneys) arising out of, or in any way connected with, the following: (a) the sole negligent act, omission, or willful misconduct of City or their employees, agents, and representatives; (b) any uncured breach of this Agreement by City; and/or (c) any claim or action for death, illness injury or other loss arising out of alleged defects or deficiencies in City's equipment or services, provided City be given prompt notice of any such action or claim. This indemnity obligation shall survive for four (4) years beyond any termination of this Agreement.

10) Indemnity by Sponsor. Sponsor shall indemnify, defend, and save, and hold harmless City and their affiliates, officers, directors, employees, representatives, contractors, and agents, and any of them, from and against any and all expenses, damages, claims, suits, actions, judgments, liabilities and costs whatsoever (including attorneys' fees and expenses of attorneys) arising out of, or in any way connected with, the following: (a) the sole negligent act, omission, or willful misconduct of Sponsor or its employees, agents, and representatives; (b) any uncured breach of this Agreement by Sponsor; and/or (c) any claim or action for death, illness, injury or other loss arising out of alleged defects or deficiencies in Sponsor's equipment or services, provided Sponsor be given prompt notice of any such action or claim. This indemnity obligation shall survive for four (4) years beyond any termination of this Agreement.

11) Insurance. Sponsor agrees to maintain in full force and effect the following policies of insurance during the term of this Agreement:

COVERAGE

Commercial general liability, including comprehensive, independent contractors, contractual, personal injury, and broad form property damage, products/completed operations, premises/operations and explosion/collapse and underground hazard

Automobile liability, including endorsement for owned, hired and non-owned automobiles

Workers' Compensation

LIMITS OF LIABILITY

Bodily Injury:
\$1,000,000 each occurrence
\$2,000,000 aggregate
Property Damage:
\$1,000,000 each occurrence
Personal Injury:
\$1,000,000 each occurrence
\$2,000,000 aggregate

Bodily Injury:
\$500,000 per occurrence
\$1,000,000 aggregate
Property Damage:
\$250,000 per occurrence

Statutory

Sponsor shall maintain certificates of insurance evidencing such coverage in a standardized form approved by the Roseville City Attorney prior to undertaking any activities under this Agreement. An endorsement showing City, its officers, agents, and employees named as additional insureds, except for Workers' Compensation, shall also be maintained. The coverage shall be primary as to such additional insureds. The certificate shall provide at least thirty (30) days written notice of any material change or cancellation of the policies and shall be given to City. All liability policies shall be written on a "per occurrence" basis.

12) Advertising After Termination. It is understood and agreed by Sponsor that upon the expiration or termination of the Term of this Agreement, for whatever reason, all of the rights of Sponsor to refer to Sponsor as the "Official Naming Rights Partner" of the Facility, and any other rights to make any reference to the Facility, shall immediately expire absolutely, and Sponsor shall not thereafter make any other reference in advertising to the Facility. Notwithstanding the foregoing, the parties may continue to distribute any existing printed materials at the expiration of the Term, provided such materials were produced and printed only in reasonable anticipation of the requirements of the respective Parties for the Term, but in no case may those printed materials be used for longer than three (3) months following the expiration or termination of the Term hereof.

13) Termination.

a) Termination for Default. If any party at any time during the Term shall (a) fail to make any payment of any sum of money herein specified to be made, or (b) fail to observe or perform any of the covenants, agreements or obligations hereunder (other than the payment of money) the non-defaulting party may terminate this Agreement as follows: (a) if such payment is not made within thirty (30) days after the defaulting party shall have received written notice of such failure to make payment, or as to (b) if such default is not cured within forty (40) days after the defaulting party shall have received written notice specifying in reasonable detail the nature of such default; provided, however, that if such default cannot reasonably be cured within forty (40) days, then the defaulting party shall have so much time as is reasonably necessary to effect such remedy providing the defaulting party proceeds in good faith and with diligence and continuity to remedy the default. Failure to terminate this Agreement pursuant to this section shall not effect or constitute a waiver of any remedies the non-defaulting party would have been entitled to demand in the absence of this section, whether by way of damages, termination or otherwise.

b) Bankruptcy. Notwithstanding anything in Section 13(a) to the contrary, if either party shall become bankrupt or insolvent, or if either party's business shall be placed in the hands of a receiver or trustee, whether by voluntary act of such party or otherwise, then the Term shall, at the option of the other party, immediately terminate.

14) Waiver. The failure of any party at any time or times to demand strict performance by the other of any of the terms, covenants or conditions set forth herein shall not be construed as a waiver thereof and each party may at any time demand strict and complete performance by the other of said terms, covenants and conditions.

15) Binding Effect. This Agreement shall bind and inure to the benefit of the Parties and each of them, including their permitted successors and assigns.

16) Assignment. Any rights granted Sponsor hereunder shall be personal to it and Sponsor shall not, without the prior written consent of City, transfer or assign to any other entity and rights or interests in this Agreement.

17) Public Forum. Sponsor understands and agrees that City may refuse Sponsor's sponsorship if Sponsor's advertisement (including, but not limited to, banners, signs, flyers, etc.), if posted individually or in combination with other advertisement, causes property of City to become a public forum for the dissemination, debate, and/or discussion of public issues.

18) Press Releases. Sponsor shall consult with City and obtain City's prior written approval before issuing any press releases or otherwise making any public statements with respect to this Agreement or the transactions contemplated hereby.

19) Force Majeure. If the performance by any party of any obligation set forth in this Agreement (other than the payment of money) is prevented by an act of God, force majeure or similar contingency or unexpected event, or for any other cause or causes beyond the control of any party, and such occurrence shall be considered a valid excuse for non-performance or delay in the performance of the obligations hereunder. In the event a conflict exists between Section 5(b) Capacity Restriction Adjustment and this Section 17 Force Majeure, Section 5(b) shall govern.

18) Limitation of Liability. Under no circumstances shall City or Sponsor be liable to the other party or any other person or entity for special, incidental, consequential or indirect damages, loss of good will or business profits, or exemplary or punitive damages.

19) Significance of Headings. Section headings contained herein are solely for the purpose of aiding in speedy location of subject matter and should not be given weight in the construction of this Agreement.

20) Entire Agreement. This writing constitutes the entire agreement between the parties regarding its subject matter and it may not be changed or modified except by a writing signed by the party or parties to be charged thereby.

21) No Joint Venture/Tenancy. This Agreement does not constitute and shall not be construed as constituting a partnership, joint venture or landlord/tenant relationship between City and Sponsor. No party shall have any right to obligate or bind any other party in any manner whatsoever, and nothing herein contained shall give, or is intended to give, any rights of any kind to any third persons.

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

23) Authority to Sign. Each individual signing on behalf of a party to this Agreement represents and warrants that he or she has the requisite authority to enter into this Agreement and the authority to bind the respective party to the terms and conditions contained herein.

24) Execution and Delivery Required. This Agreement shall be effective only after it has been fully executed and delivered.

25) Counterparts. The Agreement may be executed in counterpart, and via facsimile and electronic signature delivery, and the same will together constitute an original.

26) Further Acts. Without further consideration, the Parties shall execute and deliver such additional documents and take such further actions as may be reasonably required to effectuate all of the terms of this Agreement.

27) Severability. In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first above written.

CITY OF ROSEVILLE, a
municipal corporation

SOUTH PLACER COUNTY
TOURISM CORPORATION, a
California nonprofit mutual benefit
corporation, dba PLACER VALLEY
TOURISM

DOMINICK CASEY
City Manager

BY: 
its: Kim Summers, CEO

ATTEST:

and

CARMEN AVALOS

BY: 
its: Vanessa Phillips, Board Chair

City Clerk

its: _____

[SIGNATURES ON NEXT PAGE]

APPROVED AS TO FORM:

MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:



JILL GELLER
Parks, Recreation & Libraries Director

EXHIBIT A

Sponsorship Benefits

Signage Assets:

1. Facility shall be named "Placer Valley Soccer Complex."
2. Sponsor branding on Facility monument and entry signs.
3. Sponsor branding on mural and/or backdrop photo/branding locations.
4. Sponsor branding on all "wayfinding" signs.
5. Sponsor to have contracting category exclusivity at the Facility as it relates to events promoting tourism and hospitality. Other entities engaged in the promotion of tourism and hospitality may host events at the Facility where the event does not directly promote tourism or hospitality.
6. Cost of monument, entry, digital signs and other supporting structures will be assigned to City; Sponsor's individual signage and banners (production, installation and removal) will be assigned to Sponsor; Maintenance of signage will be the responsibility of City.

Media Assets:

1. Sponsor branding shall be displayed prominently on Facility website and social media, and social media posts.
2. Facility website to include homepage link to the website managed by Placer Valley Tourism.
3. Sponsor branding on all collateral materials and media promotions for use of Facility.
4. City to use best efforts to "tag" or "identify" Sponsor on collateral materials and media promotions, including radio promotions for events taking place at the Facility.
5. City to make best efforts to require promoters "tag" name of Facility on media buys and for events at the Facility.

Integration Opportunities

1. Sponsor will have the use of all of the Facility without cost for four (4) full weekends during each calendar year. Use by Sponsor may include Sponsor assignment of use to a third party. Weekend events may begin with setup on Friday afternoon and takedown on Monday.
2. Sponsor will have the use of all of the Facility without cost for not less than six (6) full weekdays during each calendar year.
3. Sponsor will have the use of the full Facility for not less than ten (10) additional midweek and weekend days during each calendar year at fifty percent (50%) of the usual and customary rental cost.
4. Sponsor will have the right to locate and manage an outdoor promotional space at all events held at the Facility for Sponsor personnel to engage audiences.
5. City and Sponsor will coordinate the activities of each to facilitate maximum use of the Facility and increased activity within the City related to tourism and hotel occupancy. The parties' coordination activities will include, but not be limited to, the following: City will provide Sponsor with ongoing and updated lists of planned events at the Facility, which shall include the event sponsor's contact information and the dates the Facility is available for reservation. Sponsor will provide City with lists of weekends over the following 15 month period during which hotel members of Sponsor do not have anticipated capacity to host large tournaments.

ORDINANCE NO. 6880

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2024-25
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 2024-25, is hereby amended as listed on the attached budget adjustment for the Roseville Soccer Complex Naming Rights Sponsorship Agreement.

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 _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

Updated 8/29/2024

Please complete the cells highlighted in yellow.

REQUESTER NAME & TITLE:	Rendi Hodge/PRL Manager	FISCAL YEAR:	2024-25
PREPARER NAME & TITLE:	Rendi Hodge/PRL Manager	ORDINANCE:	
DEPARTMENT/DIVISION:	PRL Admin		

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
EXPENDITURES/EXPENSES/TRANSFERS OUT TOTAL				-	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3133	4791	58290		50,000	Establish sponsorship revenue budget in the Soccer Complex Capital Fund
REVENUES/TRANSFERS IN TOTAL				50,000	

NET ADJUSTMENT	(50,000)
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3133	3601	00000	000000	50,000	Increase - Fund Balance
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
FUND BALANCE TOTAL				50,000	

Justification for Budget Adjustment:

The Parks, Recreation & Libraries Department is requesting a budget adjustment to allocate revenue to the new Soccer Complex Capital Fund (3133). This adjustment is intended to support the development and future replacement of capital infrastructure at the soccer complex. The department has secured a sponsorship agreement, which include naming rights for specific areas of the complex. As per the agreement with the sponsor, the deposit is expected to be received within the month, which will contribute directly to the capital fund. There is no impact to the General Fund.



COUNCIL COMMUNICATION

CC #: 3595

File #: 0704-01 & 0201-01

Title: Roseville Soccer Complex - Plaza Complex Sponsorship Agreement and Budget Adjustment

Contact: Jeff Nereson 916-774-5974 jnereson@roseville.ca.us

Meeting Date: 10/16/2024

Item #: 8.2.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council:

- 1) Adopt a resolution approving a sponsorship agreement with the Roseville Automall Association for naming rights of the north and south plaza areas at the Soccer Complex and authorizing the City Manager to execute it on behalf of the City of Roseville; and
- 2) Adopt an ordinance to approve a budget adjustment for \$10,000 in sponsorship revenue to increase the fund balance in the Soccer Complex Capital Fund.

BACKGROUND

The City's 10-field, lighted, artificial turf soccer complex located at 2600 Westbrook Drive in Roseville broke ground in June 2023 and is anticipated to officially open by January 1, 2026. The complex will be a sports destination unlike any other in the region, attracting tournaments and outdoor sporting events that draw attendees from far outside of Roseville as well as provide much needed fields for Roseville youth and adult soccer and sports groups. The fields are suited for a variety of sports, including soccer, football, lacrosse, rugby, field hockey, Quadball, and more.

In early August 2023, the Parks, Recreation & Libraries Department (PRL) publicly promoted sponsorship opportunities for the future soccer complex through print and social media, City websites and newsletters, and the Chamber of Commerce. Sponsorship opportunities included a complex naming rights sponsor, plaza sponsors, and individual field sponsors. The call for sponsors was open for 30 days, during which time staff received approximately nine expressions of interest. After follow-up outreach, the Roseville Automall expressed strong interest in sponsorship of both the north and south plazas. The plazas include restroom facilities, concession buildings, dedicated space for food trucks, staff office space, and rooms for officials and tournament headquarters.

Soccer complex plaza sponsorship benefits include:

- Naming the north plaza "Roseville Automall North Plaza".

- Naming the south plaza “Roseville Automall South Plaza”.
- Sponsor branding on facility’s north and south entry and directional signage.
- Sponsor branding facility on website and social media, collateral materials and promotions.
- Sponsor will have the ability to display two vehicles at the north and south plazas.

FISCAL IMPACT

Under this agreement, the City of Roseville will receive \$120,000 over three years. Payments shall be made as follows:

Payment #	Date of Payment	Payment Period	Payment Amount
1	Effective Date	1/1/2026 through 12/31/2026	\$10,000
2	11/1/2025	1/1/2026 through 12/31/2026	\$30,000
3	11/1/2026	1/1/2027 through 12/31/2027	\$40,000
4	11/1/2027	1/1/2028 through 12/31/2028	\$40,000

The sponsorship revenue, along with all other revenue generated by the facility, will be used to pay for operations and to fund deposits to the new Soccer Complex Capital Fund for future replacement of the turf and other capital needs.

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 sponsorship agreement and a budget adjustment meet the above criteria and are 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 D - Enhance economic vitality
 Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Jeff Nereson, Parks, Recreation & Libraries Manager

Jill Geller, Parks, Recreation & Libraries Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-358

Automall Agreement

Ordinance 6879

RESOLUTION NO. 24-358

APPROVING A SPONSORSHIP AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ROSEVILLE AUTOMALL ASSOCIATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a sponsorship agreement for the naming rights of the north and south plaza areas at the Roseville Soccer Complex to be constructed and located at 2600 Westbrook Drive in Roseville, CA, by and between the City of Roseville and Roseville Automall Association, has been reviewed by the City Council; and

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**ROSEVILLE SOCCER COMPLEX PLAZA
SPONSORSHIP AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND
ROSEVILLE AUTOMALL ASSOCIATION**

THIS AGREEMENT is made and entered into this ____ day of _____, 2024, by and between the City of Roseville, a municipal corporation ("CITY") and the Roseville Automall Association, a California corporation ("SPONSOR") (collectively, the "parties").

W I T N E S S E T H:

WHEREAS, CITY is soliciting plaza sponsor(s) for the Roseville Soccer Complex located at 2600 Westbrook Drive, Roseville, California, 95747 as generally depicted in Exhibit "A" attached hereto and made a part hereof ("FACILITY"); and

WHEREAS, SPONSOR is a California corporation located at 50 Automall Drive, Roseville, California, 95661; and

WHEREAS, both CITY and SPONSOR recognize the benefits of this sponsorship relationship to support Parks, Recreation & Libraries' efforts to enhance lives and the community by providing exceptional experiences; and

WHEREAS, this sponsorship will support, in particular, the operations and maintenance of FACILITY.

NOW, THEREFORE, the parties agree as follows:

1. Sponsorship fee. SPONSOR agrees to contribute one hundred twenty thousand dollars (\$120,000), over a three (3) year period (2026-2028), to serve as the North Plaza and South Plaza sponsor at FACILITY. A deposit in the amount of ten thousand dollars (\$10,000), which will be applied to the sponsorship fee for 2026, is due upon the execution of this Agreement. The remaining \$30,000 of the sponsorship fee for 2026 is due November 1, 2025. Payment for subsequent years shall be due per the following schedule:

- Forty thousand dollars (\$40,000) due November 1, 2026 (for 2027),
- Forty thousand dollars (\$40,000) due November 1, 2027 (for 2028).

It is expected that FACILITY will be completed and open for use by January 1, 2026. If FACILITY is completed and open for use later than January 1, 2026, but before December 31, 2026, SPONSOR's 2026 sponsorship fee will be prorated accordingly. In the event FACILITY is not completed and in use by December 31, 2026, the \$10,000 deposit will be returned by CITY to SPONSOR. SPONSOR will also provide CITY with SPONSOR's logo and/or artwork by August 1, 2024, and hereby consents to CITY using the logo and/or artwork for the purposes of this Agreement.

2. Sponsorship Consideration. In consideration of the sponsorship fee, CITY agrees to do the following:

- a. Name the FACILITY's North Plaza, as generally shown on Exhibit "A", the "Roseville Automall North Plaza".
- b. Name the FACILITY's South Plaza, as generally shown on Exhibit "A", the "Roseville Automall South Plaza".

- c. Display "Roseville Automall" and SPONSOR's logo on the FACILITY's North Plaza and South Plaza entry signage in a manner reasonably acceptable to SPONSOR.
- d. Display "Roseville Automall" and SPONSOR's logo on the FACILITY's North Plaza and South Plaza directional signage, as feasible, and in a manner reasonably acceptable to SPONSOR.
- e. Display SPONSOR's logo and website link in a reasonably prominent manner on CITY's webpage and social media for FACILITY.
- f. Provide opportunities for SPONSOR to provide flyers, coupons, and promotional information to FACILITY patrons on select dates agreed upon by both CITY and SPONSOR.
- g. Provide SPONSOR the ability to place and display two (2) vehicles at the FACILITY's North Plaza, and two (2) vehicles at the FACILITY's South Plaza during the term of this Agreement. Upon mutual agreement of CITY and SPONSOR, additional vehicles may be showcased in the north and south plaza, or elsewhere at FACILITY, as space allows. SPONSOR shall be solely responsible for the care and maintenance of its vehicles on display.
- h. CITY will not solicit or accept advertising or sponsorships for or at FACILITY from any other auto dealers or auto malls without SPONSOR's prior written consent, which consent may be given or withheld in SPONSOR's sole discretion.

3. Term. The term of this Agreement shall commence upon the execution of this Agreement and expire on December 31, 2028. In addition to the proration or refund of the sponsorship fee expressly provided for in Section 1 above, in the event FACILITY is not completed and open by January 1, 2026, CITY and SPONSOR will work cooperatively to extend the term and modify the sponsorship fee payment schedule under this Agreement by mutual written agreement.

4. Termination Upon Default. This Agreement may be terminated for cause if any of the following occurs:

- a. By CITY if SPONSOR defaults in paying the sponsorship fee and fails to cure the default within thirty (30) days after receipt of written notice from CITY; or
- b. By SPONSOR if CITY fails to provide any of the consideration listed in Section 2 and fails to cure the default within thirty (30) days after receipt of written notice from SPONSOR; or
- c. By CITY upon the filing of a bankruptcy action by or against SPONSOR, the insolvency of SPONSOR, or the general assignment by SPONSOR of its assets for the benefit of its creditors; or
- d. By the non-defaulting party if the other party defaults in the performance of, or adherence to, any material term, provision, or obligation of this Agreement and fails to cure the default within thirty (30) days after receipt of written notice from the non-defaulting party.

Upon the occurrence of any default, the non-defaulting party may declare a default of this Agreement. The non-defaulting party shall give the defaulting party a written notice of the default, after which the defaulting party shall cure the default within thirty (30) calendar days. If the defaulting party fails to cure the default to the satisfaction of the non-defaulting party, the non-defaulting party may immediately terminate this Agreement. If SPONSOR is in default, CITY may retain as damages any and all payments made by SPONSOR, and/or pursue any other remedies available by law.

5. Indemnification. CITY and SPONSOR shall each defend, indemnify, and save and hold harmless the other party and their officials, officers, employees, volunteers, and agents from any and all claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person or damage to property, resulting from or arising out of the parties' willful misconduct or negligent act or omission while engaged in the performance of this Agreement, except to the extent a claim, suit or action arises from the indemnifying party's negligence or willful misconduct. The parties intend that this provision shall be broadly construed. The parties' responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full time period 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.

6. Insurance. SPONSOR agrees to maintain in full force and effect the following policies of insurance during the term of this Agreement:

COVERAGE	LIMITS OF LIABILITY
Commercial general liability, including comprehensive, independent contractors, contractual, personal injury, and broad form property damage, products/completed operations, premises/operations and explosion/collapse and underground hazard	Bodily Injury: \$1,000,000 each occurrence \$2,000,000 aggregate Property Damage: \$1,000,000 each occurrence Personal Injury: \$1,000,000 each occurrence \$2,000,000 aggregate
Automobile liability, including endorsement for owned, hired and non-owned automobiles	Bodily Injury: \$500,000 per occurrence \$1,000,000 aggregate Property Damage: \$250,000 per occurrence
Workers' Compensation	Statutory

SPONSOR shall maintain certificates of insurance evidencing such coverage in a standardized form approved by the Roseville City Attorney prior to undertaking any activities under this Agreement. An endorsement showing CITY, its officers, agents, and employees named as additional insureds, except for Workers' Compensation, shall also be maintained. The coverage shall be primary as to such additional insureds. The certificate shall provide at least thirty (30) days written notice of any material change or cancellation of the policies and shall be given to CITY. SPONSOR shall also provide proof to CITY evidencing coverage of any and all vehicles to be placed at FACILITY during the term of this Agreement. All liability policies shall be written on a "per occurrence" basis.

CITY warrants and represents to SPONSOR that it is self-insured and has coverage for liabilities as a member of a joint risk pool established under the California Joint Powers Risk Management Authority ("Joint Risk Pool"), a statewide member-directed risk retention pool that provides excess general liability coverage for its members. If CITY ceases to be a member of the Joint Risk Pool or if the Joint Risk Pool ceases to exist, CITY shall promptly notify SPONSOR in writing and SPONSOR may require CITY to obtain and carry a policy of general liability insurance with limits and coverage, and naming SPONSOR as an additional insured party, at least equal to that carried by SPONSOR as described above.

7. Waiver of Subrogation. CITY and SPONSOR hereby waive any and all rights of recovery or reimbursement against the other party for loss, injury, or damage resulting from or arising out of the parties' performance of this Agreement to the extent such loss, injury, or damage is covered by insurance policies required to be carried under this Agreement. The parties shall immediately give to their insurers providing policy coverage pursuant to this Agreement written notice of the terms of this waiver of subrogation and shall have the policies properly endorsed as may be needed to prevent the invalidation of coverage by reason of said waiver. The waivers contained herein shall survive the termination or completion of this Agreement for the full time period allowed by law.

8. Public Forum. SPONSOR understands and agrees that CITY may refuse SPONSOR's sponsorship if SPONSOR's advertisement (including, but not limited to, banners, signs, flyers, etc.), if posted individually or in combination with other advertisement, causes property of CITY to become a public forum for the dissemination, debate, and/or discussion of public issues. If CITY refuses SPONSOR's sponsorship under the foregoing provision, CITY shall promptly refund to SPONSOR a prorated part of the sponsorship fee paid by SPONSOR applicable to the remainder of the relevant year.

9. Press Releases. SPONSOR shall consult with CITY and obtain CITY's prior approval before issuing any press releases or otherwise making any public statements with respect to this Agreement or the transactions contemplated hereby.

10. Assignment. Neither party shall assign or transfer this Agreement, or any right or interest in this Agreement, without the express written consent of the other party. Any assignment or transfer without the prior written consent of the other party, whether it be voluntary or involuntary, by operation of law or otherwise, is void and shall, at the option of the other party, terminate this Agreement.

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

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

13. Waiver. The waiver by either party of any default or breach by the other party of the provisions of this Agreement shall not constitute a waiver of the provisions of this Agreement or a waiver of any subsequent default or breach by the defaulting or breaching party.

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

15. Notices. Any notices to parties required by this Agreement shall be delivered or mailed, U.S. first class postage prepaid, or by overnight courier using a nationally recognized service such as FedEx or UPS, addressed as follows:

CITY OF ROSEVILLE:

City of Roseville
Parks, Recreation & Libraries
Director
316 Vernon St
Roseville, CA 95678

ROSEVILLE AUTOMALL:

Roseville Automall Association
2237 Douglas Blvd., Suite 120
Roseville, CA 95661

Attention: Damon Eberhart

Notices sent by first class mail will be considered given on the third (3rd) business day after mailing, and notices sent by overnight courier will be considered given on the next business day after deposit with the courier. Either party may amend its address for notice by giving notice to the other party in writing.

14. Integrated Agreement. This is an integrated agreement, and contains all of the terms, considerations, understanding and promises of the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement shall be read as a whole.

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

CITY OF ROSEVILLE,
a municipal corporation

ROSEVILLE AUTOMALL ASSOCIATION,
a California corporation

DOMINICK CASEY
City Manager

By: Bruce W Westrup
BRUCE WESTRUP
President

ATTEST:

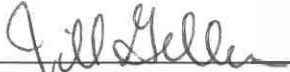
By: Marco Buscaglia
Marco Buscaglia (Oct 3, 2024 15:25 PDT)
MARCO BUSCAGLIA
CFO

CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:



JILL GELLER
Parks, Recreation & Libraries Director

EXHIBIT "A"
(Depiction of FACILITY)

ROSEVILLE AUTOMALL SPONSORSHIP – SOCCER COMPLEX PLAZA AREAS



ORDINANCE NO. 6879

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2024-25
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 2024-25, is hereby amended as listed on the attached budget adjustment for the Roseville Soccer Complex Capital Fund.

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 _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

Updated 8/29/2024

Please complete the cells highlighted in yellow.

REQUESTER NAME & TITLE:	Rendi Hodge/PRL Manager	FISCAL YEAR:	2024-25
PREPARER NAME & TITLE:	Rendi Hodge/PRL Manager	ORDINANCE:	
DEPARTMENT/DIVISION:	PRL Admin		

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
EXPENDITURES/EXPENSES/TRANSFERS OUT TOTAL				-	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3133	4791	58290		10,000	Establish sponsorship revenue budget in the Soccer Complex Capital Fund
REVENUES/TRANSFERS IN TOTAL				10,000	

NET ADJUSTMENT	(10,000)
----------------	----------

FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3133	3601	00000	000000	10,000	Increase - Fund Balance
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
FUND BALANCE TOTAL				10,000	

Justification for Budget Adjustment:

The Parks, Recreation & Libraries Department is requesting a budget adjustment to allocate revenue to the new Soccer Complex Capital Fund (3133). This adjustment is intended to support the development and future replacement of capital infrastructure at the soccer complex. The department has secured a sponsorship agreement, which include naming rights for specific areas of the complex. As per the agreement with the sponsor, the deposit is expected to be received within the month, which will contribute directly to the capital fund. There is no impact to the General Fund.



COUNCIL COMMUNICATION

CC #: 3577
File #: 0800-03

Title: California Department of Water Resources Generating Units - Agreement Amendment
Contact: William Forsythe 916-774-5619 wforsythe@roseville.ca.us

Meeting Date: 10/16/2024
Item #: 9.1.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute the Second Amended Site Use and Installation Agreement between the City of Roseville and the California Department of Water Resources.

BACKGROUND

In 2021, Roseville executed three agreements with the California Department of Water Resources (CDWR) to site two generating units (Units) at the Roseville Energy Park (REP) as part of the State of California's overall efforts to improve electric system reliability. The agreements addressed site access, energy services, and operations and maintenance, and all were set to expire on December 31, 2023. One of the fundamental elements of the initial agreements with CDWR included an option for Roseville to purchase and take ownership of the Units.

In December 2023, Roseville executed amendments to all three contracts. The amendment terms resulted in Roseville forgoing fee revenue in exchange for future transfer of title of the Units. To accelerate title transfer, Roseville had an option to apply and be accepted into the California Energy Commission's (CEC) Distributed Electricity Backup Assets (DEBA) program and execute agreements to upgrade certain equipment on the generating units (estimated not to exceed \$8 million). The original default path to title transfer of the Units was for Roseville to receive one unit in 2026, and the second unit in 2027. Roseville's DEBA project was approved by the CEC on August 14, 2024, and Roseville executed binding contracts with vendors to upgrade equipment (new evaporative coolers and gas compressors) for the Units.

As part of this Second Amended Site Use and Installation Agreement, Roseville and CDWR now seek to complete the accelerated title transfer of the Units from CDWR to Roseville. Additionally, in April 2024, Roseville responded to a request for information (RFI) issued by CDWR seeking suitable sites and reliable partners to locate other CDWR generating units. Recently, CDWR notified Roseville that its RFI response met the criteria for potentially locating its other generators

and seeks to have Roseville perform a due diligence study to determine the permitting, licensing, and overall project feasibility of Roseville's proposed site for meeting CDWR's requirements. Related to the due diligence study, CDWR is requesting that a non-disclosure agreement between the parties be executed to protect the critical infrastructure and other information that will be shared to complete the study and possible generator siting.

Roseville and CDWR now seek to execute the Second Amended Site Use and Installation Agreement to promptly complete the title transfer process of the Units from CDWR to Roseville, begin preparing a due diligence study for siting CDWR's other generating units at Roseville's proposed site, and enter into a non-disclosure agreement.

FISCAL IMPACT

This amendment will give Roseville immediate title to CDWR's Units and will enable Roseville to utilize the capacity and energy benefits for Roseville customers, offsetting purchases from other generation sources in high demand months, and enabling energy and capacity sales in low demand months.

ENVIRONMENTAL REVIEW

This action relates to the transfer of title for a project that involved the construction of a limited number of small facilities and minor alteration in the condition of the land, water, and or vegetation which will not remove healthy, mature scenic trees. This activity is categorically exempt from CEQA as a Class 3 Exemption (State CEQA Guidelines Section 15303) and Class 4 Exemption (State CEQA Guidelines Section 15304). The Exemption has been prepared and no further CEQA action is required.

In addition, 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 proposed amendments to the CDWR agreements to allow for a due diligence site study meets the above criteria and is not subject to CEQA. No additional environmental review is required.

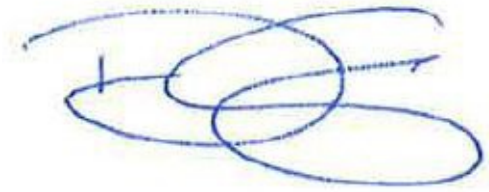
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world
Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

William Forsythe, Assistant Electric Utility Director

Daniel Beans, Electric Utility Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-360

Amendment

non disclosure agreement

CEQA NOE

RESOLUTION NO. 24-360

APPROVING A SECOND AMENDED SITE USE AND INSTALLATION AGREEMENT AND NON-DISCLOSURE AGREEMENT, BETWEEN THE CITY OF ROSEVILLE AND THE CALIFORNIA DEPARTMENT OF WATER RESOURCES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THEM ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Second Amended Site Use and Installation Agreement, regarding electric generation facilities at the Roseville Energy Park, between the City of Roseville and the California Department of Water Resources, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Second Amended Site Use and Installation Agreement is hereby approved and the City Manager is authorized to execute it as well as the Non-Disclosure Agreement attached as Exhibit “G” on behalf of the City of Roseville.

BE IT FURTHER RESOLVED that the City Attorney of the City of Roseville is authorized to approve non-substantive changes to the Second Amended Site Use and Installation Agreement.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

SECOND AMENDED SITE USE AND INSTALLATION AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND THE CALIFORNIA DEPARTMENT OF WATER RESOURCES

THIS SECOND AMENDED SITE USE AND INSTALLATION AGREEMENT ("Agreement" or "Site Agreement"), dated as of October __, 2024 ("Effective Date"), is made and entered into by and between THE CITY OF ROSEVILLE, a municipal corporation ("Owner") and the CALIFORNIA DEPARTMENT OF WATER RESOURCES ("CDWR" or "Licensee"). Each of Owner and CDWR are also referred to herein as a "Party" and collectively as the "Parties".

RECITALS

A. On July 30, 2021, the Governor of the State of California proclaimed a state of emergency due to the accelerating and compounding effects of continuing wildfires, ongoing drought, and extreme heat conditions caused by climate change, which have resulted in an additional projected energy supply shortage of up to 3,500 megawatts during the afternoon-evening "net-peak" period of high power demand on days when there are extreme weather conditions. The proclamation directed CDWR to enter into contracts for the procurement of materials, goods and services necessary for projects likely to be online by October 31, 2021, that would expand energy supply and storage to respond to these projected energy supply shortages.

B. Pursuant to the emergency proclamation, Owner and CDWR entered into this Site Agreement under the State Power Augmentation Program ("Program") to site, install, and interconnect two General Electric TM2500 combustion turbine generators with selective catalytic reduction systems and their associated equipment (the "Units") initially through the end of 2023. Since installation, the Units have been used to provide additional energy to California's electric grid during grid emergency events.

C. The original Site Agreement was subsequently amended with its Term extended to facilitate Owner's application to and acceptance into the California Energy Commission's ("CEC") Distributed Electricity Backup Assets ("DEBA") program for the benefit of the California electric grid during grid emergencies.

D. Owner has satisfied its obligations related to "Option 1" in the First Amended and Restated Site Agreement, and therefore by a date certain CDWR desires to transfer title and control of the Units and their Associated Equipment to Owner and Owner desires to accept such title and control for Owner's uses and for participation in the DEBA program.

E. The Parties have successfully collaborated and continue to collaborate on the Program, and Owner responded to a CDWR Request for Information (RFI) regarding siting for additional General Electric TM2500 generators and associated equipment.

F. The Parties intend to continue discussions regarding Owner's RFI response, including siting and the potential for further amendments to this Site Agreement, and to the associated First Amended Energy Services Agreement and First Amended Operations and Maintenance Agreement (collectively, the "Agreements"); and

G. Therefore, the Parties intend to extend the Terms of the Agreements and enter into a Non-Disclosure Agreement to facilitate those continued discussions.

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. Control Systems Upgrade.

Section 3(j)(ii) of the Site Agreement is deleted and replaced with the following language:

CDWR shall upgrade the Units' control systems, including the human machine interfaces (HMIs) as outlined GE Proposal No. 1644480 R1, which has been provided separately to Owner by CDWR and is incorporated by reference herein. If Owner chooses to execute the services under CDWR's General Electric service contract, Owner will reimburse CDWR up to three hundred fifty-seven thousand, sixty-seven dollars (\$357,067) for control system upgrade contractor labor costs or will pay those costs directly up to the \$357,067 cap with any additional costs. The Parties agree that GE Proposal No. 1644480 R1 shall govern the scope of work under this provision.

2. **Term.**

Section 4 of the First Amended and Restated Site Agreement is deleted and replaced with the following language:

This Agreement will be effective as of the Effective Date and will continue in effect until May 1, 2025, or a later date by mutual agreement of the Parties. The Parties agree that the respective Terms of all three of the Agreements shall be extended to the same date.

3. **The Parties' Rights and Responsibilities Related to Units for Which Title has Transferred.**

(a) The Parties agree that Title transfer to the Units and their Associated equipment shall occur on November 1, 2024, and such transfer shall otherwise occur in accordance with the First Amended and Restated Site Agreement.

(b) The Parties agree that for any of the Units and their Associated Equipment for which title has transferred, Owner shall obtain complete and total fee simple title to the tangible property and any associated documentation, as provided in a title transfer document that the Parties anticipate exchanging. Once title has transferred to Owner, Owner at its own cost will schedule the Units as it deems necessary to provide energy and capacity to meet Owner's load serving, reliability, and other needs. Owner agrees that such scheduling must include operating the Units in accordance with the requirements of the DEBA program both before and after installing the efficiency upgrades, through the end of the term of Owner's DEBA agreement with the CEC, as described in the First Amended and Restated Site Agreement.

(c) The Parties further agree that for any of the Units and their Associated Equipment for which title has transferred, Owner shall be solely responsible for all obligations in the Agreements for which CDWR is presently responsible that are specific to operating the Units, maintaining the Units, scheduling the Units, permitting the Units, regulatory compliance for the Units and the Site, any premises liability associated with the Site and/or liability to third-parties associated with the Units and/or the Site, CAISO and/or similar market compliance requirements or penalties (i.e. WEIM), and running the Units.

4. **Due Diligence for Additional Collaboration.**

As noted above, the Parties agree that the respective Terms of the three Agreements shall be extended to facilitate additional discussion regarding an extension of their partnership and collaboration on the Program through potential siting of additional General Electric TM2500 generators and their associated equipment. The Parties are presently conducting due diligence on site suitability, permitting, engineering, and similar items. To facilitate those discussions, the Parties have signed a non-disclosure agreement, which is attached hereto as Exhibit G.

5. Unless modified or specified above, all other provisions of the Agreements shall remain unchanged and in full force and effect.

6. **Joint Efforts.** The Parties acknowledge and agree that each Party and its counsel have read this Agreement in its entirety, fully understand it and accept its terms and conditions. This Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof.

7. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one Agreement after each Party has signed at least one counterpart, and the Parties have exchanged signed counterparts. The exchange of copies of this Agreement and of signature pages by facsimile transmission, in portable document format (pdf) or by other electronic means shall constitute effective execution and delivery of this Agreement and may be used in lieu of the original Agreement for all purposes.

8. **Further Assurances.** Upon the receipt of a written request from the other Party, each Party shall execute such additional documents, instruments and assurances and take such additional actions as may be reasonably requested by the other Party which are consistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, to give full effect to this Agreement and to carry out the intent of this Agreement.

[The next page is the signature page.]

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 2024, and the CALIFORNIA DEPARTMENT OF WATER RESOURCES represents that it has caused this Agreement to be duly executed.

CITY OF ROSEVILLE, a
municipal corporation

CALIFORNIA DEPARTMENT OF
WATER RESOURCES

BY: _____
DOMINICK CASEY
City Manager

BY: _____
DELPHINE HOU
Deputy Director, Statewide Water
and Energy

ATTEST:

By: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

BY: _____
COLIN A. WOOD
Attorney IV

APPROVED AS TO SUBSTANCE:

BY: _____
DAN BEANS
Electric Utility Director

Exhibit G
[Non-Disclosure Agreement]

NON-DISCLOSURE AGREEMENT

Between

The CALIFORNIA DEPARTMENT OF WATER RESOURCES

and

The CITY OF ROSEVILLE

THIS NON-DISCLOSURE AGREEMENT (**Agreement**) is entered into as of the date of the last signature of the Parties (the **Effective Date**) by and between the California Department of Water Resources (**DWR**) and the City of Roseville (**Roseville**), each of which may be referred to herein separately as a “**Party**” or collectively as the “**Parties.**”

WHEREAS, Roseville and DWR have successfully collaborated and continue to collaborate on the State Power Augmentation Program (**Program**) pursuant to authorization by Governor Newsom’s July 2021 Emergency Proclamation related to emergency conditions on California’s electric grid by installing and operating two General Electric TM2500 generators and their associated equipment at the RPeak site, collocated at Roseville’s Roseville Energy Park;

WHEREAS, Roseville responded to a DWR Request for Information (RFI) regarding siting for additional General Electric TM2500 generators and their associated equipment;

WHEREAS, the Parties wish to discuss the potential to extend their partnership and collaboration on the Program for siting additional General Electric TM2500 generators and their associated equipment;

WHEREAS, the Parties will exchange certain Confidential Information, as defined below, in connection with the Program and associated contract negotiations; and

WHEREAS, it is to the mutual benefit of each Party hereto to enter into this Agreement and provide for the procedure to exchange and protect Confidential Information, as defined below, pursuant to this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Project

Siting and potential contract discussions between Roseville and DWR regarding Roseville’s RFI response.

2. Confidential Information

- (a) **“Confidential Information”** means any data or information that a Party (**Provider**) has furnished or is furnishing to the other Party (**Recipient(s)**) in connection with or pertaining to the Project, whether furnished before or after the Execution Date of this Agreement, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to: (i) any strategies, financial information, or projections, plans for products or services, including costs and pricing and related information relating to the business of such Party, its affiliates, subsidiaries, and affiliates; (ii) any concepts reports, data, know-how, works-in-progress, and information; and (iii) other information that should reasonably be recognized as confidential information of the Provider. Confidential Information also includes information generated by Recipient or its Representatives, as defined below, that contains Confidential Information or is derived from such Confidential Information, and the Confidential Information is readily identifiable or derivable. Confidential Information need not be novel, unique, patentable, copyrightable or constitute critical electric infrastructure information or intellectual property in order to be designated Confidential Information.
- (b) Confidential Information does not include information that:
 - (i) becomes or has been generally available to the public other than as a result of a disclosure by Recipient or its Representatives in violation of this Agreement;
 - (ii) Recipient can demonstrate was at the time of the disclosure by Provider already in Recipient’s possession and was not acquired, directly or indirectly, from Provider on a confidential basis;
 - (iii) is independently developed by Recipient without use of or reference to the Confidential Information, except if independently developed in the course of performing under this Agreement;
 - (iv) becomes rightfully known to the Recipient from a third-party source, provided Recipient is not aware that such source disclosed the information in breach of a confidentiality agreement; or
 - (v) is approved for disclosure or use in writing by the Provider.

3. Nondisclosure / Representatives

- (a) Recipient agrees it will maintain the Confidential Information in strict confidence by using a reasonable standard of care, but not less than the degree of care used by it in safeguarding its own confidential information, and that the Confidential Information shall not, without Provider’s prior written consent, be disclosed by Recipient or by its affiliates, or their respective officers, directors, partners, employees, agents, consultants, attorneys,

contractors, suppliers, or representatives (collectively, **Representatives**), except as specifically provided herein, in any manner whatsoever, in whole or in part.

- (b) Recipient agrees that the Confidential Information will not be used by Recipient or by its Representatives other than solely in connection with the development, execution, or evaluation of the Project.
- (c) Recipient may release or disclose Confidential Information to those of its Representatives who in the opinion of Recipient have a need to know the Confidential Information for the sole purpose of assisting Recipient in the Project; provided that, Recipient shall inform those Representatives of this Agreement and secure their agreement to abide in all material respects by its terms. Except as specifically provided herein or in any subsequent agreement between the Parties related to the Program, Recipient shall not release or disclose Confidential Information to any other person for any other purpose. For the purposes of this section, each of the Recipient's Representatives shall be disclosed to the other party.
- (d) The Parties further agree that, as provided in Government Code section 7921.505, subdivision (c)(5), Confidential Information will only be shared, in writing or orally, with persons authorized in writing by the person in charge of the agency (or by his or her authorized delegate pursuant to law). Each Party shall maintain and update its list of authorized persons as needed and share that list with each agency that is a party to this Agreement upon request, written or oral, within ten working days after such request.
- (e) To the extent permitted by law, Recipient shall be fully liable for any breach of this Agreement by its Representatives as though committed by Recipient itself.

4. Return/Destruction of Information

Upon written request of the Provider, Recipient shall, at its own expense, either promptly return to the Provider all originals and copies of the writings in its possession (or in its Representatives' possession) that contain Confidential Information or, by written notice, certify that such writings have been destroyed. The Parties shall destroy (and cause their respective Representatives to destroy) internal documents containing Confidential Information within thirty (30) days of receipt of a written request. Each Recipient and its Representatives may retain one copy of any Confidential Information required to ensure compliance with any applicable state or federal statutes, laws or regulations or its internal compliance procedures and any such Confidential Information so retained shall remain subject to the confidentiality obligations set forth in this Agreement. Recipient shall have no obligation to destroy or return any materials generated by the Recipient.

A Party shall be deemed to have destroyed any Confidential Information that is provided or maintained in electronic form if such information is deleted from local hard drives, so long as no attempt is made to recover such information from servers or backup sources, and so long as information is also deleted from other electronic or storage devices; provided, however, that non-destruction of materials or summaries containing or reflecting Confidential Information automatically generated through data backup and/or archiving systems, and which are not readily accessible by business personnel, shall not be deemed to violate this Agreement, so long as the Confidential Information contained therein is accorded confidential treatment for so long as it is retained and is not disclosed or used in violation of the other terms of this Agreement.

5. Required Disclosure

Notwithstanding anything in this Agreement to the contrary, Recipient may disclose Confidential Information pursuant to any law or regulation or governmental, judicial, or administrative order, by oral questions, interrogatories, requests for information or documents subpoena, civil investigative demand or similar process, including a request for information under the California Public Records Act ("Required Disclosure"). Prior to any such disclosure of Confidential Information under this Section, the Recipient must promptly notify, to the extent practicable, the Provider in writing of such demand so that the Provider, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information.

The person claiming that the information is exempt from disclosure shall file in a court of competent jurisdiction within ten (10) days of the notice to the other Party for an order exempting the disclosure of information. If, in the absence of the receipt by recipient of a protective order or the receipt of a waiver hereunder, Recipient is nonetheless, in the written opinion of Recipient's counsel, legally compelled to disclose any Confidential Information, Recipient may disclose such information without liability hereunder.

The Parties agree that, to the extent possible, each will assert all applicable exemptions, as determined in the written opinion of Recipient's counsel, to any California Public Records Act request for Confidential Information, including but not limited to, the exemptions found at Government Code sections 7921.505, subdivision (c), and 7927.300.

6. Notice of Breach

Recipient shall notify Provider immediately upon discovery of any unauthorized use or disclosure of Confidential Information by Recipient or its Representatives, or any other breach of this Agreement by Recipient or its Representatives, and will

cooperate with efforts by the Provider to help the Provider regain possession of Confidential Information and prevent its further unauthorized use.

7. No License Rights

This Agreement and any Confidential Information used or disclosed hereunder shall not be construed as granting, expressly or by implication, Recipient any rights, title or interest, by license or otherwise, to such Confidential Information now or hereafter owned or controlled by Provider. Title to the Confidential Information shall remain solely in the Provider.

8. No Representation or Warranties

NO WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT. Confidential Information exchanged under this Agreement shall carry no warranties or representations of any kind, either expressed or implied. Recipient shall not rely on the Confidential Information for any purpose other than to make its own evaluation thereof. No Party shall have any liability to the other or to the other Party's Representative resulting from any use of the Confidential Information except with respect to disclosure of such Confidential Information in violation of this Agreement.

9. Remedies

The Parties acknowledge and agree that, in the event of any breach of this Agreement, Provider may be irreparably and immediately harmed and monetary damages may not be adequate to make Provider whole. Accordingly, it is agreed that, in addition to any other remedy to which it may be entitled in law or equity, Provider shall be entitled to seek injunctive relief (without the posting of any bond and without proof of actual damages) with respect to any actual or threatened violation of this Agreement and/or to compel specific performance of this Agreement. Each Party expressly agrees that it shall bear its costs and expenses, including attorneys' fees and costs that it may incur in enforcing the provisions of this Agreement. **IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOST OR PROSPECTIVE PROFITS OR ANY OTHER SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES (IN TORT, CONTRACT OR OTHERWISE) UNDER OR IN RESPECT TO THIS AGREEMENT OR FOR ANY FAILURE OR PERFORMANCE UNDER THIS AGREEMENT HOWEVER CAUSED.**

10. Term and Provisions Surviving Termination

The term of this Agreement shall be from the Effective Date until May 1, 2025, subject to extension by mutual agreement of the Parties. Notwithstanding the foregoing, the Parties' duty to hold in confidence Confidential Information disclosed

during the term of this Agreement shall remain in effect until such Confidential Information is returned, destroyed, or is no longer considered confidential as defined in Article 2(b) herein.

11. Miscellaneous

- (a) Any waiver of any provision of this Agreement, or a waiver of a breach hereof, must be in writing and signed by the Parties to be effective. Any waiver of a breach of this Agreement, whether express or implied, shall not constitute a waiver of a subsequent breach hereof.
- (b) This Agreement constitutes the entire understanding between the Parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the Parties, with respect to the Project. This Agreement can only be modified by a written agreement signed by the Parties.
- (c) Any conflict between the language or stamp on any Confidential Information, or any provision of a commercial transaction entered into by and between the Parties in furtherance of or related to the Project regarding Confidential Information provided during the term of this Agreement, on the one hand, and this Agreement, on the other hand, shall be resolved in favor of the language of this Agreement.
- (d) This Agreement is for the benefit of each Party. The validity, interpretation, enforceability, and performance of this Agreement shall be governed and construed in accordance with the laws of the State of California. Any recourse to judicial remedy under this Agreement shall be made only to the Superior Court in and for the County of Sacramento, California without regard to conflicts of law rules.
- (e) This Agreement shall be binding on the Parties, their successors, and assigns. No Party may assign any of its rights or delegate any of its obligations under this Agreement, except with the prior written consent of the other Party.
- (f) If any provision hereof is unenforceable or invalid, it shall be given effect to the extent it may be enforceable or valid, and such unenforceability or invalidity shall not affect the enforceability or validity or any other provision of this Agreement.
- (g) Each person signing below represents and warrants that he or she has been duly authorized by the Party for whom he or she signs to execute this Agreement on behalf of that Party.

- (h) This Agreement may be executed in counterparts, each of which shall be deemed an original. This Agreement may be executed and delivered by facsimile or electronic transmission and the Parties agree that such facsimile or electronic (pdf) execution and delivery shall have the same force and effect as delivery of an original document with original signatures, and that each Party may use such facsimile or electronic signatures as evidence of the execution and delivery of this Agreement by the Parties to the same extent that an original signature could be used.

12. Notice

Any notice hereunder shall be made in writing, unless otherwise agreed by the Parties, and shall be delivered in person or sent by certified mail, postage prepaid, by overnight delivery, by a nationally recognized overnight delivery service, or by electronic mail or facsimile with an original sent immediately thereafter by postage prepaid mail, addressed as follows:

To DWR: Delphine Hou
715 P Street
Sacramento, CA 95814
Email: delphine.hou@water.ca.gov

With a copy to:
Colin Wood
715 P Street
Sacramento, CA 95818
Email: colin.wood@water.ca.gov

To Roseville: Roseville Electric
Attn: Shawn Matchim
116 S. Grant Street
Roseville, CA 95678
Email: smatchim@roseville.ca.us

With a copy to:
City Attorney's Office
Attn: Joseph Mandell
311 Vernon Street
Roseville, CA 95678
Email: jmandell@roseville.ca.us

All notices shall be effective upon delivery if delivered personally, by overnight delivery, or by electronic mail or facsimile transmission. If delivered by mail, such notices shall be effective three days following deposit in the U.S. mail, postage prepaid.

Each Party may periodically change any address to which notice is to be given it by providing written notice of such change to the other Party.

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed by its proper and duly authorized agent as of the date written below:

**CALIFORNIA DEPARTMENT
OF WATER RESOURCES**

CITY OF ROSEVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Notice of Exemption

To: Placer County Clerk
Recorder's Office
2954 Richardson Drive
Auburn, CA 95603

From: City of Roseville
Development Services Dept.
311 Vernon Street
Roseville, CA 95678

Project Title: Temporary Electric Generation Facilities - Contract Amendments

Project Location(s): APN 017-101-121-000, 5120 Phillip Road, Roseville, CA 95747

Project Description: The City of Roseville executed agreements with the California Department of Water Resources (CDWR) to site temporary generators at the Roseville Energy Park (REP) in 2021. These agreements had a term to December 31, 2023. The existing term will expire and CDWR seeks to extend the term, and to change the arrangement between City and CDWR. The key elements of the amendments are a Site Use and Installation Agreement Amendment; Energy Services Agreement Amendment; and Operations and Maintenance Agreement Amendment. The amendments are intended to reduce the annual cost outlay for CDWR, and reduce the end of term title transfer cost for the City.

Public Agency Approving Project: Roseville City Council

Agency/Individual Carrying Out Project: Roseville Electric

Reason why this Project is Exempt: This project qualifies for a Class 3 Exemption as and Class 4 Exemption as described in Sections 15303 and 15304, respectively, of the California Environmental Quality Act (CEQA) guidelines which state:

"Class 3 consists of ...construction and location of limited numbers of new, small facilities or structures..." and

"Class 4 consists of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry or agricultural purposes..."

The project is limited to the site adjacent to the existing REP and does not include disturbance of sensitive resources or tree removal. Therefore the Class 3 and Class 4 Exemptions are applicable to the proposed project.

Lead Agency Contact Person: William Forsythe, Roseville Electric, 2090 Hilltop Circle, Roseville, CA 95747, (916) 774-5619.

Signature: _____

Jessica Lynch
Jessica Lynch, Environmental Coordinator
City of Roseville

Date: 11-17-2023