



AGENDA

October 3, 2018

STATE OF THE CITY
6:00 p.m.
CITY COUNCIL MEETING
7:00 p.m.
City Council Chambers
311 Vernon Street
Roseville, California

THE CITY OF ROSEVILLE WELCOMES YOUR PARTICIPATION

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

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

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

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

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

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

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

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE OF ALLEGIANCE**
4. **MEETING PROCEDURES**
5. **PUBLIC COMMENTS**
6. **CONSENT CALENDAR**

BEGINNING OF CONSENT CALENDAR

Minutes**6.1. Minutes of Prior Meetings**

Memo from City Clerk Sonia Orozco recommending City Council approve the Minutes of September 4, 2018 City Council Goals Workshop and September 5, 2018 City Council meeting.

CC #: 9533

File #: 0102-03

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

Bids / Purchases / Services**6.2. Belt Press Stairs Addition (RFQ 10-3178) - Service Agreement**

Memo from Buyer Tiffany Valdez and Finance Director Dennis Kauffman recommending Council adopt RESOLUTION NO. 18-408 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND PERFORMANCE MECHANICAL, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1908207). The service agreement with Performance Mechanical, Inc. is for the materials and labor to complete the Belt Press Stairs Addition project at the Roseville Energy Park. The total amount of the award is \$27,111.00. Funding is included in the Electric Department's Capital Improvement Program budget.

CC #: 9542

File #: 0800-03 & 0203-07

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

6.3. Concrete Slab Additions (RFQ 10-3179) - Service Agreement

Memo from Buyer Tiffany Valdez and Finance Director Dennis Kauffman recommending Council adopt RESOLUTION NO. 18-409 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND PERFORMANCE MECHANICAL, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1908208). The service agreement with Performance Mechanical, Inc. is for the materials and labor to complete the Concrete Slabs Addition project at the Roseville Energy Park. The total amount of the award is \$205,142.00. Funding is included in the Electric Department's Capital Improvement Program budget.

CC #: 9544

File #: 0800-03 & 0203-07

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

6.4. Unit One Walkway Addition (RFQ 10-3180) - Service Agreement

Memo from Buyer Tiffany Valdez and Finance Director Dennis Kauffman recommending Council adopt RESOLUTION NO. 18-405 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND

PERFORMANCE MECHANICAL, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1908209). Performance Mechanical, Inc. will provide materials and labor to complete the Unit One Walkway Addition project at the Roseville Energy Park. The total amount of the award is \$59,365.00. Funding is included in the Electric Department CIP budget.

CC #: 9552

File #: 0203-07

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

6.5. Utility Billing Customer Information System - Service Agreement

Memo from Billing Services Manager Andrea Blomquist and Finance Director Dennis Kauffman recommending Council adopt RESOLUTION NO. 18-410 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND CAYENTA, A DIVISION OF N. HARRIS COMPUTER CORPORATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1904037). Last year, the City of Roseville Utility Billing division converted to a new Customer Information System (CIS). Since then, the City has utilized Cayenta's managed services and found that their support of our system is necessary to provide backups for disaster recovery, managing our environments, providing constant monitoring, and emergency coverage for system issues. Our CIS system has become a 24-hour system, being utilized by our customers in the evenings and weekends, outside of normal business hours. Our customers are visiting our Customer Self Service website, inquiring on their utility account, making payments, and updating information at their convenience. As a result, the additional coverage with managed services creates a more stable environment, and provides the necessary support to adequately respond to system issues, should they occur. We are seeking to extend the managed service support an additional three (3) years, providing valuable services to our residents and businesses. The total cost of this service agreement is not to exceed \$199,830 plus tax over three years. Annual costs are \$63,600.00 for FY2019, \$66,780.00 for FY2020 and \$69,450.00 for FY2021. This cost is included in the Utility Billing operations budget and will not require any additional funding.

CC #: 9555

File #: 0200

CONTACT: Andrea Blomquist 916-774-5317 ablomquist@roseville.ca.us

Resolutions

6.6. Fiddymment Ranch Phase 2 2G Backbone Project - Certificate of Completion

Memo from Construction Inspector Ignacio Vizcarra and Acting Development Services Director Mike Isom recommending Council adopt RESOLUTION NO. 18-401 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS Fiddymment Ranch Phase 2 2G Backbone PROJECT, APPROVING THE "CERTIFICATE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY

ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the civil improvement work complete in accordance with the improvement plans and City Specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 9532

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

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

6.7. National Pollutant Discharge Elimination System Permit Renewal Services - Professional Services Agreement

Memo from Environmental Utilities Compliance Administrator Raji Subramanian and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 18-407 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ROBERTSON-BRYAN, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Robertson-Bryan, Inc. will provide National Pollutant Discharge Elimination System Permit renewal services for both the Dry Creek and Pleasant Grove Wastewater Treatment Plants. The total cost will not exceed \$33,236.00. Funding is included in the Wastewater Fund through the approved annual Wastewater Operations Budget.

CC #: 9548

File #: 0800-02

CONTACT: Raji Subramanian 916-746-1885 rsubramanian@roseville.ca.us

6.8. Shadowbrook Lift Station and Force Main Project Phase 2 – Professional Services Agreements Amendments

Memo from Assistant Engineer Jonathan Cummings and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 18-403 APPROVING A THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND MOTT MACDONALD, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 18-404 APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND WATER WORKS ENGINEERS, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests approval of the Third Amendment to Professional Services Agreement (PSA) with Mott MacDonald, LLC, for environmental services during construction, in the amount of \$24,885.00 for a new total contract amount of \$700,168.00. In addition, this item requests approval of the First Amendment to PSA with WaterWorks Engineers, LLC, for construction management and inspection services in the amount of \$18,040.00 for a new total contract amount of \$45,349.00. Both PSAs are associated with Phase 2 of the Shadowbrook Lift Station and Force

Main Project. The project is funded from the previously approved Capital Improvement Project Budget # 30503/143501 (Shadowbrook Lift Station & Force Main Project Budget). Funding for this project is from the Wastewater Rehabilitation Fund.

CC #: 9550

File #: 0900-02

CONTACT: Jonathan Cummings 916-774-5566 [jcummings@roseville.ca.us](mailto:jcumings@roseville.ca.us)

6.9. Well Destruction Project - Notice of Completion

Memo from Senior Engineer Colleen Boak and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 18-406 ACCEPTING THE PUBLIC WORK KNOWN AS THE WELL DESTRUCTION PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE ENVIRONMENTAL UTILITIES DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. The total cost of the construction contract including all changes orders was \$346,046.86. The project was funded under the Water Rehabilitation Fund.

CC #: 9539

File #: 0900-02

CONTACT: Colleen Boak 916-774-5535 cboak@roseville.ca.us

6.10. Parks Pre-Qualifications Procedure Renewal 2019

Memo from Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 18-402 APPROVING THE PRE-QUALIFICATIONS PROCEDURE FOR CERTAIN PARKS, RECREATION & LIBRARIES PROJECTS AND APPROVING THE ADMINISTRATIVE HEARING PROCESS FOR APPEALS. The construction season window has narrowed due to regulatory guidelines such as storm water pollution and prevention, and air quality. Additionally, the current construction environment has affected the overall industry, making it more challenging to attract qualified contractors. In order to address these concerns, staff believes the best approach is to pre-qualify all contractors and specific sub-contracting trades seeking to bid park projects slated to be constructed in 2019. There is no direct fiscal impact from approving the pre-qualification and appeals process.

CC #: 9549

File #: 0704

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

6.11. California Senate Bill-1 State of Good Repair Funds for Transit Fleet Preventive Maintenance

Memo from Financial Analyst Elizabeth Haydu and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 18-400 APPROVING THE SB-1 STATE OF GOOD REPAIR PROJECT LIST FOR FY2018-19 AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT A REQUEST FOR SCHEDULED ALLOCATION

OF \$159,253.00 IN SB-1 STATE OF GOOD REPAIR GRANT FUNDS AND TO EXECUTE THE RELATED GRANT APPLICATIONS, FORMS AND AGREEMENTS. This item requests authorization to accept FY2018-19 Senate Bill 1 (SB-1) State of Good Repair funds for use in the preventive maintenance of Roseville Transit Local Fixed Route buses fleet. No General Funds will be used on this project.

CC #: 9530

File #: 0214

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

6.12. Fire Station No. 1 Relocation Project - Notice of Completion

Memo from Associate Engineer Stefanie Kemen and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 18-411 ACCEPTING THE PUBLIC WORK KNOWN AS THE FIRE STATION NO. 1 RELOCATION PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. The project constructed a new Fire Station No. 1 at the intersection of Oak Street with Lincoln Street, as outlined in The Downtown Specific Plan adopted by the City Council in April 2009, which allowed the former fire station location along Dry Creek to be vacated by the fire department and re-purposed. The final construction cost was \$6,354,359.00 and was funded through an inter-fund loan from the Strategic Improvement Fund to the Fire Facilities Tax Fund, Fire Facilities Tax Funds, and Local Transportation Funds. No General Funds were used for this project.

CC #: 9546

File #: 0401-02-02-1

CONTACT: Stefanie Kemen 916-746-1300 skemen@roseville.ca.us

6.13. Mobility Management Program - Grant Authorization

Memo from Financial Analyst Elizabeth Haydu and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 18-412 APPROVING CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) STANDARD AGREEMENT AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT A FEDERAL TRANSPORTATION ADMINISTRATION (FTA) SECTION 5310 GRANT APPLICATION AND EXECUTE ALL RELATED FORMS AND AGREEMENTS. This item requests authorization to accept Federal Transit Administration Section 5310 operating grant funds as administered by Caltrans Standard Agreement for the South Placer Regional Mobility Training Program. No General Funds will be used on this project.

CC #: 9547

File #: 0214 & 0721-03

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

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

6.14. California Natural Resource Agency Urban Rivers Grant Program - Budget Adjustment

Memo from Environmental Compliance Specialist Matt Ocko and Environmental Utilities Director Richard Plecker recommending Council adopt ORDINANCE NO. 6015 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2018-19 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The City of Roseville has been awarded a \$544,500.00 grant from the California Natural Resource Agency for a creek restoration project. The Environmental Utilities Department Stormwater Division is using the grant funds to restore a segment of Dry Creek at Saugstad Park. The project area is a high priority area in the Downtown Specific Plan area. The grant funds will be allocated by the State as a reimbursement, necessitating the need to establish a source of funds to initiate the project. This budget adjustment would establish a mechanism to fund project costs prior to reimbursement from the State.

CC #: 9543

File #: 0214

CONTACT: Matt Ocko 916-774-5738 mocko@roseville.ca.us

Delyn Ellison-Lloyd 916-746-1748 dellison-lloyd@roseville.ca.us

Ordinances (for second reading and adoption)

6.15. Second Reading - Repeal of Cable Franchise Ordinance

ORDINANCE NO. 6013 OF THE COUNCIL OF THE CITY OF ROSEVILLE REPEALING CHAPTER 2.40 OF TITLE 2, AND AMENDING SECTIONS 2.36.090 OF CHAPTER 2.36 AND 2.42.020 OF CHAPTER 2.42 OF TITLE 2 OF THE ROSEVILLE MUNICIPAL CODE REGARDING CABLE FRANCHISES, for second reading and adoption.

CC #: 9553

File #: 0708

CONTACT: M. Sheidenberger 916-774-5325 msheidenberger@roseville.ca.us

Reports / Requests

6.16. Out of State Travel Request - Electric Department

Memo from Assistant Electric Utility Director Todd White and Electric Utility Director Michelle Bertolino requesting Council approve out-of-state travel for two employees to attend two adjacent American Public Power Association conferences, the Public Power Forward Summit and the Cybersecurity Summit, in Austin, Texas on November 12-14, 2018. The cost will be approximately \$5,000.00. Funding is available in the Electric Utility's FY2018-19 budget.

CC #: 9536

File #: 0600-02

CONTACT: Todd White 916-746-1668 twhite@roseville.ca.us

6.17. Out of State Travel Request - Economic Development Housing Division

Memo from Housing Manager Danielle Foster and Economic Development Director with a request for Council to approve out-of-state travel for one Housing Manager to attend a Built for Zero Program orientation and training as a Placer County partner in Detroit, Michigan on October 9-11, 2018. There is no program cost but there is an associated cost of \$1,200.00 to cover the Housing Manager's airfare, per diem, and lodging for the 3-day orientation and training. Funding for training was approved within the FY2018-19 budget for the Community Development Block Grant Program. There will be no impact to the General Fund.

CC #: 9534

File #: 0600-02

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

6.18. Out of State Travel Request - Police Department

Memo from Public Safety Program Coordinator Traci Drake and Police Chief James Maccoun requesting permission for two police detectives to attend a Social Media and Open Source Intelligence training at the Microsoft campus in Redmond Washington, October 8-9, 2018. The course will equip the detectives with a skill set they use on a daily basis. The training will provide them with updates and tools relevant to the fast paced changes in social media. The Microsoft training site and course content will also carry weight and add credibility to the detective's court testimony. There is no tuition cost. The cost to the City for both detectives to attend will be approximately \$976.00, which includes airfare, hotel, car rental and per diem. There are sufficient funds in the Investigations training budget to cover the expense.

CC #: 9535

File #: 0600-02

CONTACT: Traci Drake 916-746-1081 tdrake@roseville.ca.us

Ceremonial Documents

6.19. Proclamation - Roseville Better Gardens Club 90th Anniversary

Proclaim October 16, 2018 as the Roseville Better Gardens Club 90th Anniversary and encourage all citizens and civic organizations to participate in amateur gardening promoting healthy living and community beautification.

CC #: 9538

File #: 0102-06

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

6.20. Resolution of Commendation and Appreciation to Pastor Francis Anfuso

Pastor Francis Anfuso be commended for his outstanding service and congratulated for his many accomplishments, and wished a long, healthy, and enjoyable retirement.

CC #: 9554

File #: 0102-06

CONTACT: Rosalinda Parra 916-774-5287 rparra@roseville.ca.us

END OF CONSENT CALENDAR

7. ORDINANCES

7.1. Police K9 Program - Sole Source Purchase and Budget Adjustment

Memo from Administrative Analyst Shelly Bracco and Police Chief James Maccoun recommending Council adopt ORDINANCE NO. 6014 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2018-19 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The Police Department has received a generous donation from an anonymous Roseville resident, to be used for the Police K9 program. A budget adjustment is requested for \$25,000.00 due to the new revenue. In addition, there is a sole source request for K9 Services as the donation is over the approved Council limit. This year, the contract for K9 services, including two new K9's, specialized training, and maintenance training will cost approximately \$47,000.00. Funding will be provided from the police budget.

CC #: 9541

File #: 0201-01 & 0203-12

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

8. SPECIAL REQUESTS/REPORTS/PRESENTATION

8.1. Request for Council Discretionary Funds

Memo from Management Assistant Amy Ruiz and City Clerk Sonia Orozco requesting City Council discuss and consider by motion a request from The Salvation Army for Council Discretionary Funds for their Red Kettle Kickoff Annual Luncheon on October 23, 2018. All proceeds stay in our community and fund the continuation and growth of programs in South Placer County. The sponsorship levels are Single Ticket \$50.00, Friend \$500.00, Bronze \$1,500.00, Silver \$2,500.00, and Gold \$5,000.00.

CC #: 9537

File #: 0102

CONTACT: Amy Ruiz 916-774-5362 aruiz@roseville.ca.us

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

8.2. Tower Theatre Request for Proposals for Facility Operator

Memo from Development Analyst Wayne Wiley and Economic Development Director Laura Matteoli recommending Council authorize staff to issue a Request for Proposals for an operator lease to the Tower Theatre with the property deed restrictions and consistency with the vision of the Downtown Roseville Specific Plan. This action will authorize the issuance of a Request for Proposals to solicit proposals from interested operators to program the Tower Theatre for a period up to five years. The City's maintenance responsibility for the theatre is included in the Building Maintenance Division's annual budget and

is anticipated to total approximately \$4,200.00 per year. Under the proposed lease terms, the operator may pay a \$350.00 monthly rate to cover these costs and will pay for 85% of the total gas, electric, and water utility costs, which will lower the City's previous financial obligation by approximately \$34,000.00.

CC #: 9551

File #: 0203-50

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

8.3. Council Workshop Preferences with and without Measure B Funding

A memo from City Manager Dominick Casey and Chief Financial Officer Jay Panzica requesting Council receive a report summarizing the results of the September 4, 2018 Council Goals Workshop, and to gain consensus of the priorities and direction contained within the report.

CC #: 9531

File #: 0102

CONTACT: Scott Pettingell 916-746-1306 spettingell@roseville.ca.us
Jay Panzica 916-774-5313 dkauffman@roseville.ca.us

9. **APPOINTMENTS**

9.1. Appointments to Board of Appeals, Economic Development Advisory Committee, and Grants Advisory Commission - Unscheduled Vacancies

Memo from Deputy City Clerk Kelly Adams and City Clerk Sonia Orozco recommending Council appoint (1) one individual to the Board of Appeals with a term ending December 31, 2020 from the following (7) seven individuals who submitted an application for consideration: Bema Yeo, Don Best, Donald Wright, Ivann Greene, Kathleen Nitta, Kulvindev Sahansra, and Scott Larson; and appoint (1) one individual to the Economic Development Advisory Committee with a term ending June 30, 2020 from the following (6) six individuals who submitted an application for consideration: Alyssa Maspero, Angela Tsukiji, Ashley Walker, Donald Wright, Nicole Dyer; and Ugo Barnaby Nnaji; and appoint (1) one individual to the Grants Advisory Commission with a term ending June 30, 2020 from the following (5) five individuals who submitted an application for consideration: Alyssa Maspero, Ashley Walker, Erin Kelly, Ivann Greene, and Nicole Dyer. The appointments are necessary to fill unscheduled vacancies.

CC #: 9529

File #: 0103 & 0103-41-02 & 0103-44-02 & 0103-34-02

CONTACT: Kelly Adams 916-774-5264 kadams2@roseville.ca.us

10. **COUNCIL / STAFF / REPORTS/ COMMENTS**

10.1. Abandoned Vehicle Enforcement

Staff report from Police Chief James Maccoun and Troy Bergstrom regarding enforcement of city ordinances governing abandoned vehicles and vehicles parked in excess of 72 hours on city streets. Report will address current workloads, citizen complaint processing, and recommendations for program

improvement.

11. ADJOURNMENT



COUNCIL COMMUNICATION

CC #: 9533
File #: 0102-03

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

Meeting Date: 10/3/2018
Item #: 6.1.

RECOMMENDATION TO COUNCIL

Recommend Council approve the Minutes of September 4, 2018 City Council Goals Workshop and September 5, 2018 City Council meeting.

BACKGROUND

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

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonable foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The passport facility in the existing 311 Vernon Street structure does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Sonia Orozco, City Clerk



Dominick Casey, City Manager

ATTACHMENTS:

Description

September 4, 2018 City Council Workshop Minutes

September 5, 2018 City Council Minutes



MINUTES

September 4, 2018

AND SPECIAL MEETING NOTICE CITY COUNCIL GOALS WORKSHOP

6:30 p.m.

**Maidu Community Center
1550 Maidu Drive
Roseville, California**

1. CALL TO ORDER

Mayor Susan Rohan called the September 4, 2018 City Council Workshop to order at 6:30 p.m.

2. ROLL CALL

Present: Gore, Alvord, Herman, Allard, Rohan

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Susan Rohan.

4. PUBLIC COMMENTS

No public comment received.

5. PRESENTATIONS

Mayor Susan Rohan outlined the workshop procedures.

5.1. Budget Presentation

1. Building the Budget - City Manager Dominick Casey
- Council Priorities and EngageRoseville
2. Budget Schedule (September - June) - City Manager Dominick Casey
3. Update of FY2018/19 Budget - Chief Financial Officer Jay Panzica

4. Review of Fiscal Trends, Forecast, and Fund Balances - Chief Financial Officer Jay Panzica
5. Budget Without Measure B - City Manager Dominick Casey
 - Potential Reductions
6. Budget With Measure B - City Manager Dominick Casey
 - Priority Exercise
7. City Council Direction

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

- City Manager Dominick Casey summarized the agenda and spoke to the following:
 - City Council Priorities
 - Building the Budget for the upcoming fiscal year
 - EngageRoseville Recommendations
 - Budget Schedule for FY 2019-20
 - Budget Goals for FY 2019-20
 - Implement Council priorities
 - Live within our means
 - Provide core services
- FY 2019-20 General Fund Budget Challenges
 - Projected budget deficit for FY 2019-20
 - Will require \$1-3 million in service level reductions
 - Expenses growing faster than revenue
 - Absent revenue growth, additional service level reductions will be required
 - Overall we are underfunding long-term obligations by \$13 million - \$14 million annually
 - Fiscally unsustainable with current service levels
 - Shifting legislative and regulatory environment adds unfunded mandates, costs to City
- How the City has addressed the reductions (factors within City's control: 10 years of overall reductions include:
 - Workforce Reduction
 - Began in 2007 - From 778 FTE (FY07) to 698 FTE (FY19) in General Fund
 - Population increased 28% in that time
 - =30% reduction per capita in staffing
 - Contracted services where appropriate
 - Employee Compensation Reductions
 - Employees now fund 100% of the employee's share of pension costs
 - Eliminated defined benefit plan for retiree healthcare for new employees

- Set salary-level targets at median in labor market, reducing salary costs by about 10% overall
 - Reduced the rate of increases within each salary range
 - Citywide Operational Efficiencies
 - Validated by independent audits
- Recent Budget Reductions:
 - Reduced staffing from 4 to 3 on two fire trucks
 - Closed libraries on Fridays
 - Reduced Maidu Museum and History site tours
 - Eliminated several vacant positions including police and fire
 - Decreased park and facility maintenance levels
 - Eliminated General Fund goat grazing
 - Suspended citywide park construction
- Early FY 2019-20 Forecasts:
 - Expenses increasing

▪ PERS	\$2,600.000
▪ OPEB	\$ 890,000
▪ Salary and Benefits	<u>\$ 980,000</u>
Total	\$4,470,000
 - Sales tax growth rate leveling off
 - Significantly underfunding rehabilitation/maintenance funds
 - Likely budget deficit in FY 2019-20
 - Will require additional service level reductions without new revenue
- Underfunding Long-Term Obligations
 - Priority: Fiscal Responsibility
 - Overall city is underfunding long-term obligations by \$14 million annually
 - Building maintenance
 - Equipment replacement
 - Parks, recreation, and libraries rehabilitation
 - Information technology replacement
 - Street maintenance
 - Retirement obligations (pension and OPEB)
 - Costs of obligations increase when deferred
 - Fiscally unsustainable with current service levels
- CIP Rehabilitation Actual verses Required funding FY 2018-19 General Fund levels were presented to Council and impact over time

Mayor Susan Rohan opened public comment.

No public comment received.

Mayor Susan Rohan temporarily closed public comment.

Chief Financial Officer Jay Panzica made the Fiscal Overview and Review of

Fiscal Trends, Forecast, and Fund Balances presentation to Council as follow:.

- Reiterated Budget Goals for FY 2019-0
 - Maintain Fiscal Responsibility
 - Implement Council priorities
 - Live within our means
 - Provide core services
 - Concerns
 - No room for growth without new sources of revenue
 - Limited capital available for new projects

Historical Sales Tax and historical sales tax growth amounts from FY 2004-05 through FY 2018-19 (projected) were presented.

Sales Tax Forecasts for FY 2017-18 to FY 2023-24 and sales tax by geographic area were presented.

Historical Property Tax Revenues for FY 2004-05 to FY 2018-19 as well as property tax trends were presented.

- Salaries/Wages/Benefits Forecasted (Assumption: 4 new positions/year to maintain current service levels from FY 2018-19 to FY 2023-24 as well as General Fund PERS forecast for FY 2017-18 to FY 2023-24)
- 5-year Budget Forecast Summary
 - Assumes no new revenue from Measure B
 - Assumes gas tax stays in place
 - Assumes moderate growth of revenue
 - Assumes no loss from potential sales tax overhaul
 - Includes known operational expenses
 - 4 new staff per year and Council approved funding policies for OPEB and CIP Rehabilitation and required minimum payments to PERS
 - Revenue does not cover all expenses nor build capacity to absorb next recession
 - Without new revenue sources, service levels will continue to decrease
- General Fund operating Revenue and operating Expenditures forecast was summarized as well as a 5-year forecast denoting a structural deficit forecasted over 5 year period from FY 2019 to FY 2024 with a potential of up to a \$13 million annual shortfall in Revenue verses Expenses
- Example Recession Forecast from FY 2019 to FY 2024 assumes that in FY 2024 revenue loss would be approximately \$26 million

Council Discretionary Spending was discussed as follows:

Major Service Area (in millions)	Adopted FY 2018-19
Total City Wide Budget	\$514.1
Less Enterprise Funds	(305.1)

Less Special Revenue Funds (LLD's, Golf, Gas Tax, etc.)	(16.2)
Less Capital Project Funds (Park Development Fees, PFF, TMF)	(9.2)
Less Special District Agency Funds (CFD's)	(24.4)
Less Trust Funds (OPEB, RDA Successor Agency)	(9.6)
Less Other	(8.2)
Equals General Fund Operating Budget	\$138.4

Resource Category (in millions)	Adopted FY 2018-19
Total General Funds Operating Expenses	\$138.4
Less Revenue Offsets	(33.0)
Less Non-Discretionary Expenses	(12.9)
Equals General Fund Discretionary Spending	\$ 92.5
 Police and Fire Net Expenditures	 \$ 59.8
All other Discretionary Net Expenditures	\$ 32.7

Council Discretionary Spending (in millions)

- Examples of Revenue Offsets = \$33
 - User Fees
 - Electric Franchise Fees
 - Reimbursement of Costs
 - Licenses and Permits
 - Grants
- Examples of Non-Discretionary Expenses = \$12.9
 - Annexation Payments
 - OPEB
 - Storm Water Management
- Police and Fire
 - Police and Fire budgets comprise an increasing proportion of the General Fund discretionary funding
 - Percentage of public safety expenses funded by property and sales tax revenue
 - FY 2006-07: 64%
 - FY 2018-19: 67%
 - Even during the recession, Public Safety remained a priority
- General Fund Emergency Reserve
 - Current fund balance: \$14.2 million
 - 10% of General Fund operating expenses
 - Policy adopted with long-term goal to have 3 months of 25% of operating expenses reserved (GFOA best practice)
 - No short term plans to increase without further reducing service levels
 - Provides financial security
 - Will help City achieve AAA bond rating

- Strategic Improvement Fund (SIF)
 - Purpose of the SIF
 - Improve property values
 - Generate sales tax and property tax
 - Provide a community benefit
 - Revenue Sources
 - Community Benefit Fee
 - Impact fee built into Development Agreements
 - Average receipts ~ \$800K per year

Strategic Improvement Fund

Fund Balance	\$9.5M
FY19 Estimated Beginning Balance	
Plus	
FY19 Estimated Fees	\$0.8M
Public Facilities Fee Loan Repayment (316 Vernon)	\$0.4M
Interest	\$0.2M
Less	
East Radio Site Relocation	(\$1.1M)
Town Square	(\$0.1M)
Village Center Park	(\$0.1M)
Other Operating Expenses	(\$0.2M)
Estimated FY19 Ending Balance	\$9.4M

Summary:

- Maintain Fiscal Responsibility
 - Implement council priorities
 - Live within our means
 - Provide core services

Mayor Susan Rohan opened public comment.

Rick Duffy - Inquired if staff had prepared a charted growth of pensions.

City Manager Dominick Casey responded

Mayor Susan Rohan temporarily closed public comment.

City Manager Dominick Casey summarized Measure B and made the Budget Without Measure B presentation to Council.

- Measure B on November 2018 Ballot
 - Title: *Protecting Roseville's Public Safety, Road and Essential Services Measure*
 - 1/2 cent transactions and use (sales) tax increase
 - From 7.25% to 7.75%
 - General tax requiring majority approval of 50%+1
 - Would tax effect April 1, 2019
 - Remains in place until ended by voters
 - Independent citizen oversight

- Financial audits
 - Every half-cent legally required to stay in Roseville
 - Funds cannot be taken by the State
- Potential Reductions Without Measure B
 - \$3 million operational shortfall in first year
 - Continued postponement of \$10 million in annual maintenance and replacement needs
 - This compounds 10 years of reductions
 - Cuts to align with Council priorities and EngageRoseville recommendations
- Types of Reductions City Will Look At:
 - Reduce specialized Police and Fire Services
 - Investigate taking a fire engine out of service
 - Further reduce Parks, Recreation & Libraries programs and facility hours, up to closing facilities
 - Continue delay of citywide parks construction
 - Reduce street maintenance
 - Decrease flood plain management
 - Eliminate adult literacy programs
 - Further reduce park maintenance levels
 - Eliminate special event support
 - Further reduce sponsorships, memberships, and accreditations

Mayor Susan Rohan opened public comment.

Bruce Houdesheldt - Requested explanation of cost cuts to Stormwater and spoke to regulatory fees that hurt utilities.

City Manager Dominick Casey responded

Mayor Susan Rohan temporarily closed public comment.

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

Topics of consideration for funding included:

- Public Safety
 - Restore Police Service Levels \$875K
 - Establish Beat 7 on west side with 2 officers
 - Restore 1 police officer to traffic unit
 - Restore 1 dispatcher
 - Add 1 animal-control officer
 - Restore Fire Service Levels \$300K
 - Restore 1 training and development position
 - Restore fire investigation personnel
- Public Works
 - Partially restore road funding \$2.5M
 - \$2.5M to fully fund, assuming SB1 is not repealed
 - \$5.5M to fully fund if SB1 is repealed

- Increase funding for sound wall repair and replacement \$250K
 - Maintain FEMA Class 1 flood rating \$72K
 - Affects flood insurance rates
- Parks, Recreation & Libraries
 - Phase in maintenance costs for new citywide parks \$600K
 - Phase in more library hours and materials, and hours at Maidu Museum \$200K
 - Stop erosion of park maintenance levels
 - Turf, trees, hardscape, custodial \$700K
 - Bring back General Fund goats to open space \$150K
- Economic Development
 - Expand job creation & start up initiatives \$225K
 - Business recruitment and communications \$500K
- Development Services
 - Increase Code Enforcement Service levels \$150K
- Create a Recession Fund
 - Create a recession fund \$3M/yr
 - Will minimize service-level reductions during next recession
 - \$3M per year for 7 years to achieve 25% goal (in contrast to emergency reserves, a recession fund can be used to stabilize an operational shortfall)
- Pay Down Obligations
 - Pay down pension obligations \$3M/yr
 - Pay down OPEB obligations 1M/yr

\$323M	CALPERS pension unfunded liability
\$144M	OPEB unfunded liability
\$467M	Total retirement obligations
\$300+M	General Fund portion of pension/OPEB liabilities

- Citywide
 - Add internal auditor \$180K
 - Add 1 staffer to address increase in Public Records Act requests for information
 - Maintain adequate industry training and development programs \$200K
 - Customer response tracking and reporting software \$600K
 - Fully fund costs of repair and replacement for buildings and equipment

Mayor Susan Rohan opened public comment.

No public comment received.

Mayor Susan Rohan temporarily closed public comment.

Kathryn Kitchell - Inquired if internal auditor at the cost of \$180K would be just for

the General Fund and inquired about use by the utilities.

City Manager Dominick Casey responded.

Stephanie Dement - Spoke on possibility of transferring Stormwater to utilities or to create a separate utility.

Priority Exercise:

City Manager Dominick Casey explained the priority exercise and requested no more than two dots be placed under each of the 21 priorities outlined in the chart.

After conducting the exercise the funding preferences were as follows:

Funding Preferences	Number of Dotes Voted
Establish Beat 7 on West side with 2 police officers	6
Restore 1 Police Officer to Traffic Unit	4
Restore fire training and investigations	2
Partially restore road funding	3
Increase funding for sound wall repair and replacement	0
Maintain FEMA Class 1 flood rating	0
Phase in maintenance costs for new citywide parks	4
Phase in more library hours and materials, and hours at Maidu Museum	4
Stop erosion of park maintenance levels	3
Bring back General Fund goats to open space	3
Expand job creation initiatives	3
Business recruitment and communications	2
Maintain or increase code enforcement service levels	1
Create a recession fund	4
Pay down pension obligations	3
Pay down OPEB/retiree health	2
Add internal auditor	0
Add 1 staffer to address increase in Public Records Act requests	0
Maintain adequate industry training and development programs	4
Customer response tracking and reporting software	0
Fully fund costs of repair/replacement for buildings & equipment	2

Council discussion following exercise and direction to staff was to go forward with the recommended funding preferences if Measure B passes.

6. COUNCIL / STAFF / REPORTS/ COMMENTS

No Council / Staff / Reports / Comments received.

7. ADJOURNMENT

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

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

Susan Rohan, Mayor

Sonia Orozco, City Clerk



MINUTES

September 5, 2018

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

1. CALL TO ORDER

Mayor Susan Rohan called the September 5, 2018 City Council meeting to order at 7:00 p.m.

2. ROLL CALL

Present: Gore, Alvord, Herman, Allard, Rohan

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Tim Herman.

4. MEETING PROCEDURES

City Clerk Sonia Orozco announced the procedures for addressing Council.

5. PRESENTATIONS

5.1. Proclamation - Constitution Week

Proclaim September 17-23, 2018 as Constitution Week and encourage all citizens to reaffirm the ideals of the Framers of the Constitution by vigilantly protecting the freedoms guaranteed to all through the Constitution of the United States of America.

CONTACT: Rosalinda Parra 916-774-5287 rparra@roseville.ca.us

Mayor Susan Rohan made the presentation to Verda (Peg) Winney, Daughters of American Revolution, Gold Trail Chapter, who responded.

5.2. Proclamation - Prostate Cancer Awareness Month

Proclaim September 2018 as Prostate Cancer Awareness Month and urge citizens and civic organizations to acquaint themselves with the issues involved in Prostate Cancer Awareness.

CONTACT: Rosalinda Parra 916-774-5287 rparra@roseville.ca.us

Councilmember John Allard made the presentation to Bill Doss, Director of California Prostate Cancer Coalition, who responded.

6. PUBLIC COMMENTS

Aldo Pineschi - Expressed appreciation of emergency response at residence and commended Police Officer David Alfonso and Captain Marc Glynn for their kind care of children with special needs.

7. CONSENT CALENDAR

BEGINNING OF CONSENT CALENDAR

Motion by Tim Herman, seconded by Susan Rohan, to approve the Consent Calendar as presented. The Motion Passed.

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

Minutes

7.1. Minutes of Prior Meetings

Memo from City Clerk Sonia Orozco recommending City Council approve Minutes of August 1, 2018 City Council meeting.

CC #: 9475

File #: 0102-03

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

Bids / Purchases / Services

7.2. Electrical Maintenance and Repair - Service Agreement Amendment

Memo from Facility Manager Dan Allen and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 18-373 APPROVING AMENDMENT NO. 1 TO SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND VASKO ELECTRIC, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1803130). A n increase in spending authority is needed for the electrical engineering and installation of electrical equipment required for the 316 Vernon retail spaces, for the uninterrupted power source relocation at Roseville Electric Data Center, as well as emergency repairs to the compressed natural gas pump at the Corporation Yard. The amendment will increase the total cost of the service agreement by \$150,000.00, from \$200,000.00 to \$350,000.00. Funding for the increase is already included in the Facility Rehab, and Building Maintenance

FY2018-19 budgets, and Downtown Building - 316 Vernon Project, not to exceed annual budgeted amounts.

CC #: 9488

File #: 0203-04

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

7.3. Electronic Plan Check Software Licenses, Annual Maintenance - Service Agreement and Budget Adjustment

Memo from Information Technology Program Manager Art Vogtlin and Chief Information Officer Hong Sae recommending Council adopt RESOLUTION NO. 18-386 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND E-PLAN, INC. DBA E-PLANSOFT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1904303); and adopt ORDINANCE NO. 6010 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2018-19 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The service agreement with E-Plan, Inc. dba e-PlanSoft is for the purchase of Electronic Plan Check software and maintenance. Total costs for FY2018-19 will not exceed \$136,320.00. Funding is included in the Accela System Capital Improvement Project and the Development Services Technology Fund. Additionally, staff is requesting four (4) additional one (1) year service agreement renewals for annual software maintenance and additional licensing needs, pending approved budgets each year, or until City staff decides to no longer use the software. Total costs through FY2022-23 are not to exceed \$50,000.00 per fiscal year for a total of \$200,000.00. There is no impact to the General Fund.

CC #: 9505

File #: 0203-06

CONTACT: Art Vogtlin 916-774-5111 avogtlin@roseville.ca.us

7.4. General Construction and Repair - Service Agreement Amendment

Memo from Facility Manager Dan Allen and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 18-372 APPROVING AMENDMENT NO. 1 TO SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND BULLARD CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1808037). This is the first amendment to service agreement with Bullard Construction, Inc., for an increase in spending authority that is needed for the 316 Vernon Information Technology Training Room tenant improvement and for the Maidu Activity Center building emergency repairs. The amendment will increase the total cost of the service agreement by \$150,000.00, from \$200,000.00 to \$350,000.00. Funding for this amendment is already included in the Facility Rehab and Building Maintenance FY 2018-19 budgets, and Information Technology Strategic Plan/Digital Communication operational budget not to exceed annual budgeted amounts.

CC #: 9486

File #: 0203-04

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

7.5. LION Structural Turnouts Personal Protective Equipment - Purchase Order Increase

Memo from Assistant Fire Chief Brian Diemer and Fire Chief Rick Barteo recommending Council approve an increase to the existing purchase order with Allstar Fire Equipment Inc. for LION Structural firefighting turnout personal protective equipment from \$98,500.00 to \$352,000.00 for FY2018-19. This will increase the purchase quantity from about 36 to 130. The personal protective equipment is used by fire and rescue personnel when fighting fires, on vehicle accidents and when incidents such as gas leaks occur. The clothing provides protection from heat, steam, blood borne pathogens, falling objects, and provides for visibility, as well as identification. Funding is included as part of the Fire Department's Council approved annual budget.

CC #: 9485

File #: 0203-12

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

7.6. Historic Fiddymont House Stabilization - Award of Contract

Memo from Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 18-374 APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND NOLEN CONSTRUCTION COMPANY, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This project will provide structural stabilization of the Historic Fiddymont House located at Pistachio Regional Park (F-56) off of High School Road. City Council approved the project plans and specifications at the June 20, 2018 meeting. A total of one bid was received and opened on July 23, 2018. The contract award is for \$211,712.00 and staff is seeking approval of a change order authorization in an amount not to exceed 20% of the contract amount. Funding for the project was approved in FY2017-18 using the West Roseville City-wide Park Fund. Maintenance for this facility is a General Fund obligation with recent support provided through volunteer work by the Roseville Historical Society.

CC #: 9489

File #: 0717-01

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

7.7. Pleasant Grove Boulevard Changeable Message Sign Project - Approval of Plans and Specifications and Authorization to Call for Bids

Memo from Assistant Engineer Tony Philipp and Public Works Director Rhon Herndon recommending Council approve the Pleasant Grove Boulevard Changeable Message Sign Project plans and specifications and authorize staff to call for bids. This project will install a new changeable message sign on westbound

Pleasant Grove Boulevard between Roseville Parkway and Highway 65. The engineer's estimate for this project is \$148,153.00 and will be fully funded with Traffic Mitigation Funds.

CC #: 9494

File #: 0316-01

CONTACT: Tony Philipp 916-746-1300 tphilipp@roseville.ca.us

7.8. Roseville Electric Utility's Multifamily Direct Install Measures Program - Service Agreement

Memo from Energy Services Account Representative Susan Hernandez and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 18-379 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND EAGLE SYSTEMS INTERNATIONAL, INC. DBA SYNERGY COMPANIES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1909024). The service agreement with Eagle Systems International, Inc. dba Synergy Companies to administer the Multifamily Direct Install Measures Program. The total contract value of the agreement with Synergy Companies is not to exceed \$800,000.00. Funding for this agreement includes \$650,000.00 from the Greenhouse Gas Proceeds Spending Plan which was added to the FY2018-19 Roseville Electric's Operation Fund and \$150,000.00 from the FY2018-19 Environmental Utilities Water Efficiency Rebate Fund, as approved by Council.

CC #: 9495

File #: 0800-03

CONTACT: Susan Hernandez 916-774-5623 shernandez2@roseville.ca.us

7.9. Fitness Equipment and Treadmill Replacement (RFP 13-060) - Service Agreement

Memo from Recreation Supervisor Kristi LaRoche and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 18-376 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND OPTI-FIT INTERNATIONAL, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1908200). The agreement is for fitness equipment and treadmill replacement at the Roseville Sports Center and the Mike Shellito Indoor Pool. Total cost of this agreement is \$47,294.24. Funding for this project was allocated in the FY2017-18 (\$40,000.00) and FY2018-19 (\$7,294.24) Parks, Recreation & Libraries Department Capital Improvement Fund.

CC #: 9491

File #: 0203-10

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

Resolutions

7.10. Project One - Reimbursement Agreement

Memo from Engineering Technician Robert Medina and Acting Development Services Director Mike Isom recommending Council adopt RESOLUTION NO. 18-367 APPROVING A CITY/DEVELOPER REIMBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND ROSEVILLE 20 LAND, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The reimbursement agreement is for the construction of public improvements beyond the scope of the private development project known as Project One at 7701 Foothills Blvd. The reimbursable improvements include installation of a new traffic signal, signage, and striping on Foothills Blvd. These improvements are beyond the scope of responsibility for the Project One development and therefore are subject to reimbursement through the City's Capital Improvement Program. This item will have no impact to the City's General Fund. The reimbursement of \$316,188.18 is funded through the City's Traffic Mitigation Fund and specifically from the Developer Reimbursement account.

CC #: 9476

File #: 1008

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

7.11. Westpark Village Center W-28 - Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Acting Development Services Director Mike Isom recommending Council adopt RESOLUTION NO. 18-368 APPROVING A SUBDIVISION AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND K. HOVNANIAN AT VILLAGE CENTER, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the Westpark Village Center W-28 final map. The Engineering Division has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will be creating 22 residential lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 9479

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

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

7.12. Westpark Village Center W-29 - Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Acting Development Services Director Mike Isom recommending Council adopt RESOLUTION NO. 18-369 APPROVING A SUBDIVISION AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND K. HOVNANIAN AT VILLAGE CENTER, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the Westpark Village Center W-29 final map. The Engineering Division has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will be creating 28 residential lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 9480

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

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

7.13. Roseville Community Development Corporation - Agreement Amendment

Memo from Acting Economic Development Director Laura Matteoli recommending Council adopt RESOLUTION NO. 18-375 APPROVING A SECOND AMENDMENT TO AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND THE ROSEVILLE COMMUNITY DEVELOPMENT CORPORATION FOR THE ADVANCEMENT OF ECONOMIC DEVELOPMENT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The Second Amendment to the agreement results in the City's acquisition of needed property to be used as future right of way for the Vernon Street/Folsom Road roundabout and reduces the amount of the City loan to the Roseville Community Development Corporation by \$55,000.00 from \$1,530,951.00 to \$1,475,951.00, as set forth in the agreement and grant deed documents. This item has no fiscal impact to the City's General Fund.

CC #: 9490

File #: 1002-01

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

7.14. Electric Utility Wildfire Mitigation Assessment

Memo from Assistant Electric Utility Director Paul Cummings and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 18-385 DETERMINING ROSEVILLE ELECTRIC UTILITY WILDFIRE MITIGATION ASSESSMENT. This item requests Council to adopt a resolution determining that the City of Roseville has no areas of significant risk of catastrophic wildfire resulting from electric lines and equipment within Roseville Electric's service area limits. This determination is required by Senate Bill 1028. There is no fiscal impact associated with the approval of this resolution.

CC #: 9501

File #: 0800-03

CONTACT: Paul Cummings 916-774-5640 pcummings@roseville.ca.us

7.15. 2017 Dry Creek Wastewater Treatment Plant Roof Rehabilitation - Notice of Completion

Memo from Assistant Engineer Jonathan Cummings and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 18-378 ACCEPTING THE PUBLIC WORK KNOWN AS THE 2017 DRY CREEK WASTEWATER TREATMENT PLANT ROOF REHABILITATION PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE ENVIRONMENTAL UTILITIES DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. The total cost of the construction contract including all change orders was \$116,459.88. The project was funded under the Wastewater Rehabilitation Fund.

CC #: 9493

File #: 0900-02-02-1

CONTACT: Jonathan Cummings 916-774-5566 jcummings@roseville.ca.us

7.16. Barton Road Water Treatment Plant Two Million Gallon Tank Rehabilitation Project – Professional Design Services Agreement

Memo from Senior Engineer George Hanson and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 18-383 APPROVING A PROFESSIONAL DESIGN SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND QUINCY ENGINEERING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The Professional Design Services Agreement is for design and construction management services for the Barton Road Water Treatment Plant Two Million Gallon Tank Rehabilitation Project in the amount of \$430,787.18. This project is funded from the Water Rehabilitation Fund.

CC #: 9499

File #: 0900-02-01

CONTACT: George Hanson 916-746-1764 ghanson@roseville.ca.us

7.17. Wastewater Interceptor Cleaning Project - Notice of Completion

Memo from Assistant Engineer Jonathan Cummings and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 18-371 ACCEPTING THE PUBLIC WORK KNOWN AS THE WASTEWATER INTERCEPTOR CLEANING PROJECT, APPROVING THE “NOTICE OF COMPLETION”, AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. The total cost of the cleaning service was \$149,595.28. The project was funded under the Wastewater Rehabilitation Fund.

CC #: 9483

File #: 0800-02

CONTACT: Jonathan Cummings 916-774-5566 jcummings@roseville.ca.us

7.18. Temporary Help Services - Service Agreement Amendment

Memo from Human Resources Manager Linda Hampton and Human Resources Director Gayle Satchwell recommending Council adopt RESOLUTION NO. 18-382 APPROVING AMENDMENT NO. 1 TO SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND HR MANAGEMENT CORP, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1908078). Staff requests authorization to increase the service agreement between the City of Roseville and HR Management Corp, Inc. for the City's Temporary Help Service needs from \$22,790.00 to \$100,000.00. This service agreement is utilized on an as-needed basis and the dollar amount being requested is a maximum amount to be spent, not a guarantee of funds to be spent. Departments anticipating using Temporary Help

Services have included funds in their FY2018-19 budgets.

CC #: 9498

File #: 0600-07

CONTACT: Gayle Satchwell 916-774-5204 gsatchwell@roseville.ca.us

7.19. Street Closure Request - Family Fest - September 29, 2018

Memo from Recreation Superintendent Jeff Nereson and Park, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 18-380 OF THE COUNCIL OF THE CITY OF ROSEVILLE APPROVING THE CLOSING OF CERTAIN STREETS FOR FAMILY FEST. Staff requests the closure of Vernon Street from Taylor Street to E. Washington Boulevard and S. Grant Street between Oak Street and Atlantic Street on Saturday, September 29, 2018 from 7:30 a.m. – 3:00 p.m. for the City sponsored Family Fest event. The budget for this event is \$8,681.00 and is included in the approved Parks, Recreation & Libraries FY2018-19 department budget.

CC #: 9496

File #: 0109-02

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

7.20. Freedom Point North Central Roseville Specific Plan Parcel 49 Phase II - Transit Bus Shelter #240 Construction Fee Agreement

Memo from Administrative Technician Anita Giordano and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 18-377 APPROVING A TRANSIT BUS SHELTER CONSTRUCTION FEE AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND BSO LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The agreement with BSO LLC is for Bayside Covenant Church for the construction of Bus Shelter #240. There is no fiscal impact to the City's General fund or the Local Transportation Fund.

CC #: 9492

File #: 0721

CONTACT: Anita Giordano 916-774-5385 AGiordano@roseville.ca.us

7.21. The Villages at Sierra Vista JM-20 Phase 1 - Transit Bus Shelter #260 Construction Fee Agreement

Memo from Administrative Technician Anita Giordano and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 18-381 APPROVING A TRANSIT BUS SHELTER CONSTRUCTION FEE AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND JOHN MOURIER CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The Transit Bus Shelter Construction Fee Agreement with John Mourier Construction, Inc. is to build Bus Shelter #260. There is no fiscal impact on the City's General fund or the Local Transportation Fund.

CC #: 9497

File #: 0721

CONTACT: Anita Giordano 916-774-5385 AGiordano@roseville.ca.us

7.22. Transit Advertising Services - Agreement Amendment

Memo from Marketing & Communications Analyst Helen Dyda and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 18-370 APPROVING A SECOND AMENDMENT TO AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND IRON HORSE MEDIA, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The Amendment will extend the term of the Agreement for one (1) year, which would guarantee Roseville Transit a minimum of \$100,000.00 in revenue for the Transit Fund. If Iron Horse Media generates more than the minimum, the City of Roseville would receive whichever is greater: \$100,000.00, or 40% of the revenue.

CC #: 9482

File #: 0721

CONTACT: Helen Dyda 916-774-5443 hdyda@roseville.ca.us

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

7.23. Water Efficiency Rebate Program - Budget Adjustment

Memo from Data Management Specialist Ryley Kelly and Environmental Utilities Director Richard Plecker recommending Council adopt ORDINANCE NO. 6011 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2018-19 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The budget adjustment is in the amount of \$390,150.00 to fund the rebate program in Water Efficiency. This program is used to fund rebates that incentivize residents to adopt water efficient practices. Funds are available in the Water Operations Fund.

CC #: 9478

File #: 0201-01 & 0800-02

CONTACT: Ryley Kelly 916-746-1781 rkelly@roseville.ca.us

7.24. Junction Blvd and Vallejo Avenue Traffic Signal Project - Budget Adjustment

Memo from Senior Engineer Jana Cervantes and Public Works Director Rhon Herndon recommending Council adopt ORDINANCE NO. 6012 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2018-19 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff is requesting Council approve a budget adjustment of \$155,000.00 for the design of the traffic signal and roadway improvements at the intersection of Junction Blvd. and Vallejo Ave. This new signalized intersection will include the construction of the south leg of Vallejo Ave. at Junction Blvd. which will

serve as an additional entrance to the Fairgrounds Event Center and improve overall accessibility. These improvements are included as part in the executed memorandum of understanding between the City of Roseville, Placer County, Placer Valley Tourism, and the Placer Valley Sports Complex as part of the proposed Placer Indoor Sports and Event Center. All costs associated with the design of the improvements, including City staff time, are a part of the land acquisition agreement with Placer County whereby these City costs are credited towards the cost of the property needed for the expansion of the public safety building adjacent to the fairgrounds. No General Funds will be used for the project.

CC #: 9487

File #: 0900-04-03

CONTACT: Jana Cervantes 916-774-5498 jcervantes@roseville.ca.us

Reports / Requests

7.25. League of California Cities Annual Conference - 2018 Resolutions

Memo from Government Relations Administrator Mark Wolinski and Public Affairs & Communications Director Megan MacPherson recommending Council provide direction to the City's voting delegate regarding the City's positions on the League of California Cities resolutions being considered at their annual conference being held September 12–14, 2018 in Long Beach, California. Annual conference resolutions guide cities and the League in efforts to improve the quality, responsiveness and vitality of local government in California. There is no financial impact associated with this action.

CC #: 9477

File #: 0106

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

END OF CONSENT CALENDAR

8. SPECIAL REQUESTS/REPORTS/PRESENTATION

8.1. Request for Council Discretionary Funds

City Council is asked to discuss and consider by motion a request from Kelli's Cookies for Council Discretionary Funds for their Taste of Placer Event to provide funding for at-risk youth and job training. The sponsorship levels are Bronze \$500.00, Silver \$1,000.00, Gold \$2,500.00, and Diamond \$5,000.00.

CC #: 9481

File #: 0102

CONTACT: Amy Ruiz 916-774-5362 aruiz@roseville.ca.us

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

Mayor Susan Rohan made the presentation to Council.

Levi Chatman - representing Kelli's Cookies - spoke in support of the request for

Council Discretionary funding.

Motion by Scott Alvord, seconded by Bonnie Gore, to approve the allocation of \$2500.00 to Kelli's Cookies for sponsorship of their Taste of Placer Event to support at-risk youth and job training. The Motion Passed.

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

8.2. Tower Theatre Request for Proposals for Facility Operator

Memo from Development Analyst Wayne Wiley and Acting Economic Development Director Laura Matteoli recommending Council approve the issuance of a Request for Proposals to seek a Facility Operator for the Tower Theatre located at 417 Vernon Street. This action will authorize the issuance of a Request for Proposals to solicit proposals from interested operators to program the Tower Theatre for a period up to five years. The City's maintenance responsibility for the theater is included in the Building Maintenance Division's annual budget and is anticipated to total approximately \$4,200.00 per year. Under the proposed lease terms, the operator may pay a \$350.00 monthly rate to cover these costs and will pay for 85% of the total gas, electric, and water utility costs, which will lower the City's previous financial obligation by approximately \$34,000.00.

CC #: 9484

File #: 0203-50

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

Mayor Susan Rohan announced the item is dropped from the agenda, and will be re-listed on the October 3, 2018 City Council agenda.

9. **PUBLIC HEARING**

9.1. Broadstone Independent Living Project - Fee Deferral

Memo from Acting Economic Development Director Laura Matteoli recommending Council adopt RESOLUTION NO. 18-384 APPROVING FEE DEFERRALS FOR BROADSTONE INDEPENDENT ASSISTED LIVING PROJECT. This item requests authorization to defer development impact fees for Broadstone Independent Living Project, as follows: 1. Broadstone Independent Living Project with 201 units in the amount of \$1,579,531.45, as applicable to each building permit. The development impact fee deferral requires payment of the deferred fees, along with a 2.5% annual interest charge, prior to the issuance of a Building Permit Occupancy/Final as applicable for each building permit. The Roseville Municipal Code identifies an administrative processing fee of \$750.00 to be charged per building permit.

CC #: 9500

File #: 0215-07

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

Mayor Susan Rohan opened the public hearing.

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

George Phillips - Phillips Land Law - spoke in support.

Mayor Susan Rohan closed the public hearing.

Motion by Tim Herman, seconded by Susan Rohan, to adopt RESOLUTION NO. 18-384 APPROVING FEE DEFERRALS FOR BROADSTONE INDEPENDENT ASSISTED LIVING PROJECT. The Motion Passed.

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

9.2. Resolution of Formation - The Ranch at Sierra Vista Community Facilities District No. 1

The public hearing is continued to September 19, 2019.

CC #: 9504

File #: 0206-03-01

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

Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

Mayor Susan Rohan announced the public hearing is being continued to September 19, 2019.

10. COUNCIL / STAFF / REPORTS/ COMMENTS

City Manager Dominick Casey introduced new Human Resources Director Stacey Peterson, who responded.

Swearing In of Honorable Placer County Superior Court Judge Todd Irby - Vice Mayor Gore attended.

11. ADJOURNMENT

Motion by Tim Herman, seconded by Scott Alvord, to adjourn the meeting at 7:31 p.m. The Motion Passed.

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

Susan Rohan, Mayor

Sonia Orozco, City Clerk



COUNCIL COMMUNICATION

CC #: 9542

File #: 0800-03 & 0203-07

Title: Belt Press Stairs Addition (RFQ 10-3178) - Service Agreement

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

Meeting Date: 10/3/2018

Item #: 6.2.

RECOMMENDATION TO COUNCIL

Recommend City Council adopt a resolution to approve a service agreement with Performance Mechanical, Inc. for the materials and labor to complete the Belt Press Stairs Addition project at the Roseville Energy Park, and authorize the City Manager to execute it.

BACKGROUND

The Roseville Energy Park's Zero Liquid Discharge (ZLD) system is made up of multiple sub processes which regularly require operator attention and minor maintenance. The final stage in the ZLD system is a belt press which is located on an elevated platform. The existing method to gain access uses a caged ladder which makes access difficult. The platform access can become even more challenging during adverse weather conditions. This project would replace the caged ladder with an engineered staircase to simplify equipment access and reduce hazards associated with bad weather access.

A formal bid was issued with the following vendor responses:

<u>Bidder</u>	<u>Lump Sum Total</u>
Performance Mechanical, Inc.	\$27,111.00
Sacramento, CA	

BWD General Engineering Contractors	\$38,528.00
Lincoln, CA	

FISCAL IMPACT

The total amount of the award is \$27,111.00. Funding is included in the Electric Department's CIP budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

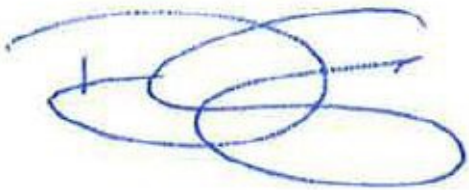
ENVIRONMENTAL REVIEW

The Belt Press Stairs Addition project was subject to California Energy Commission (CEC) staff review and approval consistent with California Code of Regulations Title 20, § 1769 (a)(2)). This included project compliance with the CEC's functionally equivalent CEQA process. Via this process, CEC staff determined the proposed modifications meet the criteria for approval at the staff level because: (1) the modifications will not have any significant effect on the environment; (2) existing conditions of certification are sufficient to cover the proposed modifications without changes to, or deletions of, any conditions of certification; and, (3) the project, as modified, will maintain full compliance with applicable laws, ordinances and standards. As such, CEC staff issued a Notice of Determination -- Petition to Amend - Roseville Energy Park on August 22, 2017 (03-AFC-01C). The improvement plans included in the S1908207 Belt Press Stairs Addition are consistent with the project evaluated in the CEC staff-approved Notice of Determination and consequently no additional CEQA action is required for S1908207 Belt Press Stairs Addition approval.

Respectfully Submitted,

Tiffany Valdez, Buyer

Dennis Kauffman, Finance Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-408

Service Agreement

RESOLUTION NO. 18-408

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

WHEREAS, a service agreement (S1908207) for materials and labor to complete the belt
press stairs addition project at the Roseville Energy Park, between the City of Roseville and
Performance Mechanical, Inc., has been reviewed by the Council;

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of
_____, 2018, by the following vote on roll call:

AYES COUNCILMEMBERS:

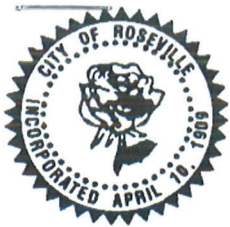
NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

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

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1908207**

SERVICE LOCATION: ROSEVILLE ENERGY PARK
5120 PHILLIP ROAD
ROSEVILLE, CA 95747

REQ. NO.: R1901631 DATE: 8/22/18

SUBMIT ALL INVOICES TO:

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

P.M.I. JOB # 92652

Contractor No.: V35947
Telephone No.: 888-841-6156 Fax: 888-841-6156
Email address: RCARPENTERJR@PERFMECH.COM
Contractor: PERFORMANCE MECHANICAL, INC.
ATTN: RICK CARPENTER
6001 MIDWAY STREET
SACRAMENTO, CA 95828

Department: ELECTRIC

Acct. Code: 40002-6130/184105-30

Buyer: TIFFANY VALDEZ
Phone: 916-774-5708

Start Date	Terms	Completion Date	Insurance Limits	Contact
EXECUTED AGREEMENT	NET 30	6/30/19	Approved by Risk Mgt.	NATHAN RIBORDY

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

VENDOR SHALL PROVIDE THE MATERIALS AND LABOR FOR THE BELT PRESS STAIRS ADDITION AT THE ROSEVILLE ENERGY PARK IN ACCORDANCE WITH ALL SPECIFICATIONS, ATTACHMENTS, TERMS AND CONDITIONS PER RFQ 10-3178 BELT PRESS STAIRS ADDITION (WHICH IS INCORPORATED HEREIN BY REFERENCE).

PLEASE CALL NATHAN RIBORDY AT 916-746-1673 FOR QUESTIONS REGARDING THIS AGREEMENT.

Total Cost of Service: \$ 27,111.00

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

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

Roseville Business License No.: 00822221 Contractor License No.: 475516 DIR Registration No.: 1000004637

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR:

Andrew Hosler

SIGNATURE

Andrew Hosler

PRINT NAME

President

TITLE

CONTRACTOR:

SIGNATURE

PRINT NAME

TITLE

By: _____
Dominick Casey, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION



COUNCIL COMMUNICATION

CC #: 9544

File #: 0800-03 & 0203-07

Title: Concrete Slab Additions (RFQ 10-3179) - Service Agreement

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

Meeting Date: 10/3/2018

Item #: 6.3.

RECOMMENDATION TO COUNCIL

Recommend City Council adopt a resolution to approve a service agreement with Performance Mechanical, Inc. for the materials and labor to complete the Concrete Slabs Addition project at the Roseville Energy Park, and authorize the City Manager to execute it.

BACKGROUND

The Roseville Energy Park site is located on approximately 12 acres. Areas of the site that are not actively utilized are filled with gravel. The gravel fill limits vehicle and equipment access and does not provide a suitable staging area for plant maintenance. This project would add engineered concrete slabs to five identified locations around the facility to improve site access and provide space for equipment staging.

A formal bid was issued with the following vendor responses:

<u>Bidder</u>	<u>Lump Sum Total</u>
Performance Mechanical, Inc. Sacramento, CA	\$205,142.00
Placer Building Contractors Roseville, CA	\$188,685.00
Sonnikson & Stordahl Construction Martinez, CA	\$249,500.00
E.E. Gilbert Construction Martinez, CA	\$314,107.00

The apparent lowest bidder was deemed non-responsive because they did not have a General Engineering Contractors License ("A") as required by this bid and the Department of Consumer Affairs.

FISCAL IMPACT

The total amount of the award is \$205,142.00. Funding is included in the Electric Department's CIP budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not Applicable.

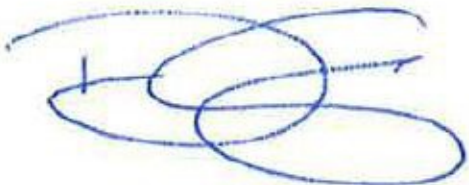
ENVIRONMENTAL REVIEW

The Concrete Slab Additions project was subject to California Energy Commission (CEC) staff review and approval consistent with California Code of Regulations Title 20, § 1769 (a)(2)). This included project compliance with the CEC's functionally equivalent CEQA process. Via this process, CEC staff determined the proposed modifications meet the criteria for approval at the staff level because: (1) the modifications will not have any significant effect on the environment; (2) existing conditions of certification are sufficient to cover the proposed modifications without changes to, or deletions of, any conditions of certification; and, (3) the project, as modified, will maintain full compliance with applicable laws, ordinances and standards. As such, CEC staff issued a Notice of Determination -- Petition to Amend - Roseville Energy Park on August 22, 2017 (03-AFC-01C). The improvement plans included in the S1908208 Concrete Slab Additions are consistent with the project evaluated in the CEC staff-approved Notice of Determination and consequently no additional CEQA action is required for S1908208 Concrete Slab Additions approval.

Respectfully Submitted,

Tiffany Valdez, Buyer

Dennis Kauffman, Finance Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-409

Service Agreement

RESOLUTION NO. 18-409

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

WHEREAS, a service agreement (S1908208) for materials and labor to complete the concrete slabs addition project at the Roseville Energy Park, between the City of Roseville and Performance Mechanical, Inc., has been reviewed by the Council;

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2018, by the following vote on roll call:

AYES COUNCILMEMBERS:

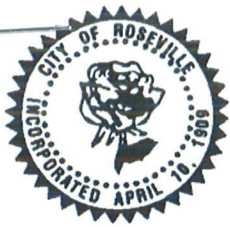
NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

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

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1908208**

SERVICE LOCATION: ROSEVILLE ENERGY PARK
5120 PHILLIP ROAD
ROSEVILLE, CA 95747

REQ. NO.: R1901635 DATE: 8/22/18

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

P.M.I. JOB # 92653

Contractor No.: V35947
Telephone No.: 888-841-6156 Fax: 888-841-6156
Email address: RCARPENTERJR@PERFMECH.COM
Contractor: PERFORMANCE MECHANICAL, INC.
ATTN: RICK CARPENTER
6001 MIDWAY STREET
SACRAMENTO, CA 95828

Department: ELECTRIC

Acct. Code: 40002-6130/184105-30

Buyer: TIFFANY VALDEZ
Phone: 916-774-5708

Start Date	Terms	Completion Date	Insurance Limits	Contact
EXECUTED AGREEMENT	NET 30	6/30/19	Approved by Risk Mgt.	NATHAN RIBORDY

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:
VENDOR SHALL PROVIDE THE MATERIALS AND LABOR FOR THE CONCRETE SLAB ADDITIONS AT THE ROSEVILLE ENERGY PARK IN ACCORDANCE WITH ALL SPECIFICATIONS, ATTACHMENTS, TERMS AND CONDITIONS PER RFQ 10-3179 CONCRETE SLAB ADDITIONS (WHICH IS INCORPORATED HEREIN BY REFERENCE).

PLEASE CALL NATHAN RIBORDY AT 916-746-1673 FOR QUESTIONS REGARDING THIS AGREEMENT.

Total Cost of Service: \$ **205,142.00**

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

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

Roseville Business License No.: 00822221 Contractor License No.: 475516 DIR Registration No.: 1000004637

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR:

SIGNATURE

PRINT NAME

TITLE

CONTRACTOR:

SIGNATURE

PRINT NAME

TITLE

By:

Dominick Casey, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION



COUNCIL COMMUNICATION

CC #: 9552
File #: 0203-07

Title: Unit One Walkway Addition (RFQ 10-3180) - Service Agreement
Contact: Tiffany Valdez 916-774-5708 tvaldez@roseville.ca.us

Meeting Date: 10/3/2018
Item #: 6.4.

RECOMMENDATION TO COUNCIL

Recommend City Council adopt a resolution to approve a service agreement with Performance Mechanical, Inc. for the materials and labor to complete the Unit One Walkway Addition project at the Roseville Energy Park, and authorize the City Manager to execute it.

BACKGROUND

The Roseville Energy Park operates two combustion turbines which require regular inspections during normal operation. The existing access to the roof of combustion turbine one (CT1) requires climbing a caged ladder making regular access difficult and more challenging during adverse weather conditions. This project would replace the access ladder with a small catwalk that extends from an existing catwalk providing access to combustion turbine two (CT2) and reducing hazards associated with bad weather access.

A formal bid was issued with the following vendor responses:

<u>Bidder</u>	<u>Lump Sum Total</u>
Performance Mechanical, Inc.	\$59,365.00
Sacramento, CA	

The Design Build	\$74,876.66
Lincoln, CA	

FISCAL IMPACT

The total amount of the award is \$59,365.00. Funding is included in the Electric Department's CIP budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The Unit One Walkway Addition Project was subject to California Energy Commission (CEC) staff review and approval consistent with California Code of Regulations Title 20, § 1769 (a)(2)). This included project compliance with the CEC's functionally equivalent CEQA process. Via this process, CEC staff determined the proposed modifications meet the criteria for approval at the staff level because: (1) the modifications will not have any significant effect on the environment; (2) existing conditions of certification are sufficient to cover the proposed modifications without changes to, or deletions of, any conditions of certification; and, (3) the project, as modified, will maintain in full compliance with applicable laws, ordinances and standards. As such CEC staff issued a Notice of Determination -- Petition to Amend - Roseville Energy Park on August 22, 2017 (03-AFC-01C). The improvement plans included in the S1908209 Unit One Walkway Addition are consistent with the project evaluated in the CEC staff-approved Notice of Determination and consequently no additional CEQA action is required for S1908209 Unit One Walkway Addition approval.

Respectfully Submitted,

Tiffany Valdez, Buyer

Dennis Kauffman, Finance Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-405

Service Agreement

RESOLUTION NO. 18-405

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

WHEREAS, a service agreement (S1908209) for materials and labor to complete the Unit One Walkway Addition project at the Roseville Energy Park, between the City of Roseville and Performance Mechanical, Inc., has been reviewed by the Council;

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2018, by the following vote on roll call:

AYES COUNCILMEMBERS:

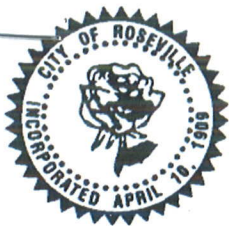
NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

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

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1908209**

SERVICE LOCATION: ROSEVILLE ENERGY PARK
5120 PHILLIP ROAD
ROSEVILLE, CA 95747

REQ. NO.: R1901637 DATE: 8/22/18

SUBMIT ALL INVOICES TO:

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

P.M.I. JOB # 92654

Contractor No.: V35947
Telephone No.: 888-841-6156 Fax: 888-841-6156
Email address: RCARPENTERJR@PERFMECH.COM
Contractor: PERFORMANCE MECHANICAL, INC.
ATTN: RICK CARPENTER
6001 MIDWAY STREET
SACRAMENTO, CA 95828

Department: ELECTRIC

Acct. Code: 40002-6130/184105-30

Buyer: TIFFANY VALDEZ
Phone: 916-774-5708

Start Date	Terms	Completion Date	Insurance Limits	Contact
EXECUTED AGREEMENT	NET 30	6/30/19	Approved by Risk Mgt.	NATHAN RIBORDY

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

VENDOR SHALL PROVIDE THE MATERIALS AND LABOR FOR THE UNIT ONE WALKWAY ADDITION AT THE ROSEVILLE ENERGY PARK IN ACCORDANCE WITH ALL SPECIFICATIONS, ATTACHMENTS, TERMS AND CONDITIONS PER RFQ 10-3180 UNIT ONE WALKWAY ADDITION (WHICH IS INCORPORATED HEREIN BY REFERENCE).

PLEASE CALL NATHAN RIBORDY AT 916-746-1673 FOR QUESTIONS REGARDING THIS AGREEMENT.

Total Cost of Service: \$ **59,365.00**

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

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

Roseville Business License No.: 00822221 Contractor License No.: 475516 DIR Registration No.: 1000004637

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR:

SIGNATURE

PRINT NAME

TITLE

CONTRACTOR:

SIGNATURE

PRINT NAME

TITLE

By:

Dominick Casey, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION



COUNCIL COMMUNICATION

CC #: 9555

File #: 0200

Title: Utility Billing Customer Information System - Service Agreement

Contact: Andrea Blomquist 916-774-5317 ablomquist@roseville.ca.us

Meeting Date: 10/3/2018

Item #: 6.5.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council adopt the attached resolution authorizing the City Manager to execute a service agreement with Cayenta, a division of N. Harris Computer Corporation, for Managed Services.

BACKGROUND

Last year, the City of Roseville Utility Billing division converted to a new Customer Information System (CIS). Since then, the City has utilized Cayenta's managed services and found that their support of our system is necessary to provide backups for disaster recovery, managing our environments, providing constant monitoring, and emergency coverage for system issues.

Our CIS system has become a 24-hour system, being utilized by our customers in the evenings and weekends, outside of normal business hours. Our customers are visiting our Customer Self Service (CSS) website, inquiring on their utility account, making payments, and updating information at their convenience. As a result, the additional coverage with managed services creates a more stable environment, and provides the necessary support to adequately respond to system issues, should they occur. We are seeking to extend the managed service support an additional three (3) years, providing valuable services to our residents and businesses.

FISCAL IMPACT

The total cost of this service agreement is not to exceed \$199,830 plus tax over three years. Annual costs are \$63,600 for FY2019, \$66,780 for FY2020 and \$69,450 for FY2021. This cost is included in the Utility Billing operations budget and will not require any additional funding.

ECONOMIC DEVELOPMENT / JOBS CREATED

Approval of this request will not create any new jobs.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Andrea Blomquist, Billing Services Manager

Dennis Kauffman, Finance Director

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

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-410

Service Agreement

RESOLUTION NO. 18-410

APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE
AND CAYENTA, A DIVISION OF N. HARRIS COMPUTER CORPORATION, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE
CITY OF ROSEVILLE

WHEREAS, a service agreement (Service Agreement No. S1904037) for
managed services of database administration and Cayenta application services, between
the City of Roseville and Cayenta, a division of N. Harris Computer Corporation, has
been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

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

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1904037**

SERVICE LOCATION: AS DIRECTED

REQ. NO.: R1817396 DATE: 8/23/18

SUBMIT ALL INVOICES TO:

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

Contractor No.: V40284
Telephone No.: 604-570-4300 Fax:
Email address: lpoovathukaran@cayenta.com
Contractor: CAYENTA, A DIVISION OF
N. HARRIS COMPUTER CORPORATION
ATTN: LIJU POOVATHUKARAN
62133 COLLECTIONS CENTER DRIVE
CHICAGO, IL 60693-0621

Department: FINANCE

Acct. Code: 08482-5100

Buyer: BECKY PHILIPP
Phone: 916-774-5724

Start Date	Terms	Completion Date	Insurance Limits	Contact
EXECUTED AGREEMENT	NET 30	5/31/21	Approved by Risk Mgt.	ANDREA BLOMQUIST

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:
VENDOR SHALL PROVIDE MANAGED SERVICES FOR DATABASE ADMINISTRATION AND CAYENTA APPLICATION SERVICES IN ACCORDANCE WITH THE ATTACHED CITY OF ROSEVILLE-CAYENTA MANAGED SERVICES (CMS) PLAN. THE ATTACHED CITY OF ROSEVILLE NEGOTIATED TERMS AND CONDITIONS DATED 8/22/18 SHALL ALSO BE INCORPORATED BY REFERENCE ONTO THIS AGREEMENT.

PLEASE CONTACT ANDREA BLOMQUIST AT 916-774-5317 FOR QUESTIONS REGARDING THIS CONTRACT.

Total Cost of Service: \$ **199,830.00**

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

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

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

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR:

TODD RICHARDSON

CFO

SIGNATURE

PRINT NAME

TITLE

CONTRACTOR:

CHRIS CAMPBELL

VP- OPERATIONS

SIGNATURE

PRINT NAME

TITLE

By: _____

Dominick Casey, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION

This Agreement shall commence on the Effective Date and shall continue for a period of three (3) years (the “**Initial Term**”). Thereafter, this Agreement may be renewed for further one (1) year periods (each a “**Renewal Term**”) based on a mutual written agreement of both parties. The Initial Term and the Renewal Terms shall collectively be referred to as the “**Term**”.

1. Subject to the limitation on liability set out in Section 10(i) of this Agreement, to the fullest extent allowed by law, Consultant agrees to indemnify, including the cost to defend City, and its officers, agents, employees and volunteers from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the gross negligence or willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by City or the agents, servants, or independent contractors who are directly responsible to City, or arising from the active negligence of City. Consultant’s responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.
2. Consultant is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Consultant either in whole or in part, which consent the City shall not unreasonably withhold, except that Consultant may assign its interest in this Agreement in connection with a merger or other business combination in which Consultant is not the surviving entity, so long as the assignee agrees to fully abide by and accept all provisions under the Agreement.
4. At any time during the Term of this Agreement, the City has the right to terminate this Agreement, provided Consultant is given ninety (90) days’ written notice. City’s termination shall be without further liability to City, however Consultant shall be entitled to all costs reasonably incurred prior to the date of termination. Consultant acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
5. In addition to any other rights and remedies available to it, either party may immediately terminate this Agreement in the event of material breach by the other party of its obligations hereunder that is not cured within thirty (30) days of receipt of written notice from the other party to that effect;
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. Consultant shall use commercially reasonable efforts to provide the professional services set out in Schedule “A” (the “Services”) to City. City may retain a PDF copy of any reports or other deliverables provided by Consultant to City as part of the Services (“Deliverables”), however Consultant is and shall remain the owner of all copyright, patents, trademarks, trade secrets and other intellectual property rights.
8. In consideration of providing the Services, City agrees to pay the fees set out in Schedule “A” (the “Fees”) to Consultant. Unless otherwise stated in Schedule “A”, each invoice delivered to City by Consultant shall be due and payable upon receipt thereof by City. The Fees are exclusive of taxes. City agrees to pay all applicable sales and use taxes, if any (excluding taxes on Consultant’s net income) (“Taxes”) unless it provides Consultant with a tax exemption certificate acceptable to the applicable taxing authorities.
9. All prevailing wages and fair employment practices must be adhered to. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

- 10a. Unless otherwise specified, the Consultant shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
- 10b. 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.
- 10c. Additional Insureds. Consultant shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of Consultant. The additional insured coverage under the Consultant's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement.
- 10d. Cancellation/Modification. Consultant shall provide thirty (30) days written notice to City of cancellation of the Commercial General Liability policy.
- 10e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
- 10f. Subconsultants. Consultant agrees to include in its contracts with all subconsultants the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subconsultant's work. Furthermore, Consultant shall require its subconsultants to agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under this Agreement. Additionally, Consultant shall obligate its subconsultants to comply with these same provisions with respect to any tertiary subconsultant, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subconsultant or tertiary subconsultant upon request.
- 10h. 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 subconsultants.
- 10i. Liability. To the greatest extent permitted by applicable law, consultant, its affiliates, and each of their respective directors, officers, employees and shareholders' entire liability and City's exclusive remedy with respect to the services and any other products, materials supplied by consultant in connection with this agreement for damages for any cause and regardless of the cause of action, whether in contract or in tort, including fundamental breach, negligence, strict liability or otherwise, and including any indemnification obligations, shall not exceed an amount that is equal to the fees paid to consultant by the City in the twelve (12) months preceding the claim. In no event shall consultant, its affiliates and each of their respective directors, officers, employees and shareholders, be liable for an consequential,

incidental, indirect, exemplary, punitive, or special damages whatsoever, including but not limited to for lost revenue or loss of profits, loss of business, loss of data, failure to realize expected savings, or cost of substitute goods or services arising out of or in connection with this agreement, even if it has been advised of the likelihood of the occurrence of such loss or damage or such loss or damage is foreseeable and notwithstanding any failure of essential purpose of any limited remedy.

11. Consultant shall comply with all federal, state, local laws, ordinances and policies as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in termination of this Agreement.
12. In the event that the terms of any attachment or exhibit conflict with any terms of this Service Agreement, the terms of this Service Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. 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" and "Consultant" are used interchangeably.
18. Consultant agrees that any and all information furnished by City shall be deemed proprietary and confidential. All such information, to the extent previously, presently or subsequently disclosed to Consultant and/or processed and derived by Consultant services is the property of City and such property shall be deemed and treated as "Confidential Information" of City. Consultant acknowledges that such Confidential Information may contain information provided and/or generated by third-parties. Consultant agrees that such Confidential Information shall not be disclosed to any third party without written permission from City, except as required by law. Consultant shall not use the Confidential Information except to perform Consultant's services as directed by City.
19. All facilities, devices, networks and services used to store, deliver, process, backup or purge Confidential Information will employ administrative, physical, technical, and procedural safeguards and best practices at a level sufficient to secure Confidential Information from unauthorized access, destruction, use, modification, or disclosure. Such measures will be no less protective than those used to secure Consultant's own information of a similar type, and in no event less than reasonable in view of the type and nature of the information involved. It is the City's expectation that Consultant, at its own expense, shall perform annual audits for any data centers that house Confidential Information, using an independent third-party audit that meets industry standards applicable to the services under this Agreement.
20. Consultant will retain Confidential Information until deleted by City or City-authorized third party, or for a time period mutually agreed upon by the parties to this Agreement.
21. Upon termination or expiration of this Agreement, Consultant will ensure that all Confidential Information is securely transferred to City within thirty (30) calendar days. Consultant will ensure that any transfer of Confidential Information is accomplished by methods that are compatible with the relevant City systems,

and that City will have access to all Confidential Information during any such transfer. Consultant shall securely dispose of all Confidential Information when requested by City and Consultant will provide written notification to City once all Confidential Information has been securely disposed of.

22. Consultant shall promptly report to City any data compromise or unauthorized access to Confidential Information after Consultant discovers such data compromise or unauthorized access. Consultant will take commercially reasonable measures to address any such data compromise or unauthorized access in a timely manner. Except as otherwise required by law, Consultant will not provide notice to end users or other entities of any such data compromise or unauthorized access without written permission from City.
23. Consultant may not advertise that City is a client, list City as a reference or otherwise use City's name, logos, trademarks, or service marks without prior written permission from City.
24. Consultant acknowledges that services rendered under this agreement (including but not limited to service levels and operational levels) shall be performed in accordance with industry standards.
25. If the project referenced on this service agreement is a Public Works project, then the following shall apply: No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
26. If the project referenced on this service agreement is a Public Works project, then the following shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.

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



ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
SERVICE AGREEMENTS OVER \$22,790 OR INVOLVING HIGH RISK
ACTIVITIES

General - Required Coverage/Documentation

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

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

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

Insurance Submission Process

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

How It Works

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

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



CITY OF ROSEVILLE - CAYENTA MANAGED SERVICES (CMS) PLAN

CMS This plan outlines the costs and managed services of **Database Administration** and **Cayenta Application Services** for the **City Of Roseville**, as it relates to the Cayenta CIS applications.

**Standard
Managed
Services
Pricing**

	Cayenta Application, Database and DR Administration	Total
Yearly cost June 2018-May 2019	63,600	63,600
Yearly cost June 2019-May 2020	66,780	66,780
Yearly cost June 2020-May 2021	69,450	69,450

General Assumptions

- Post-go live: Support for 1 Cayenta Production environment, and 2 additional non-production environments (ex. CayTest, and CayTrain).
- Pre-go live: Support for the environments in the current phase of the project.
- The client will provide remote access to the servers for CMS staff and their monitoring tools. The client will be responsible for ensuring that Cayenta has access to this server environment via one of the following methods: terminal server, remote desktop or VPN. It will be assumed the servers will be part of the client's central backup strategy.
- Customer will log support calls via e-Support, selecting the "CMS" queue for all requests related to services provided herein

Service Level Objectives

- 99.5% uptime for the City's production environment, excluding holidays, and planned outages.
- Response to P0s - within 1hour (nb. Historically, 99% get call backs within 15 minutes)
- Mean time to repair for P0 - 30 minutes

PENALTY FOR NON-COMPLIANCE - DATABASE SERVER AVAILABILITY

Upon your written or email notification to cms-roseville@cayenta.com, if system availability for the full month is below the objective levels, Cayenta will issue a refund according to the schedule below.

Cayenta Production system availability	99.0% - 99.5%	5% of monthly fee credited
Cayenta Production system availability	98.0% - 98.9%	10% of monthly fee credited
Cayenta Production system availability	95.0% - 97.9%	15% of monthly fee credited
Cayenta Production system availability	90.0% - 94.9%	25% of monthly fee credited
Cayenta Production system availability	89.9% or below	2.5% credited for every additional 1% of lost availability

The down time is calculated from the time CMS team received an email or call from Roseville staff till we send an email or call to the user saying that the systems are back online.

Notes on System Downtime:

- System down time is considered when the entire users of the city cannot access the application or make updates to the application, due to a problem with the application or database.
- Application errors experienced by certain users or in certain component of the application are not considered as system down.
- Unavailability of Cayenta production system due to hardware or network issues won't be considered as system down.

Notes

- Standard support is 6 am to 5 pm (PST), Monday to Friday (excluding holidays).
- CMS support outside of Standard support hours is billed at that current services rate per hour (minimum of 1 hour).
- Premium support (24x7) is available for an additional US\$850.00 per month.
- Significant version migrations (RDBMS, UNIX or Application) will be considered outside of scope and therefore require additional charges, depending on vendors recommendations.

One-time setup fee does not include travel expenses for on-site monitoring tool setup, which are billed as per Cayenta's standard travel policy.

Reporting

- Incident Reports generated for each incident of Database, UNIX or Application unplanned outage (depending on services are purchased).
- Monthly CMS Report generated.



SYSTEM COMPONENT CHECKLIST

This section describes the tasks that were carried out in the course of managing the application's server infrastructure and environment. A "Y" indicates that the component was successfully monitored as described. An "NP" indicates that the Service was not purchased from Cayenta.

Database Administration Services	Frequency						Comment
	Daily	Weekly	Monthly	Quarterly	Annually	As Required	

DATABASE AVAILABILITY & PERFORMANCE MONITORING

In order to ensure the availability and performance of your system, Cayenta monitors your database on a daily basis. Cayenta's software agents provide information about the database functionality, communicate the potential for imminent failures, and communicate database errors, warnings and alerts to Cayenta Managed Services. The Cayenta CMS Consultant:

Monitor errors, warnings and alerts	Y						
Diagnose and assists in resolving database performance problems, identified by monitoring tools		Y					
Log all database problems and report on problems and problem resolution status			Y				
Diagnose and assist in resolving database availability						Y	
Support diagnosis of application to database connectivity issues						Y	
Problem Resolution for the database server patches						Y	

DATABASE MAINTENANCE

Cayenta performs regular maintenance to ensure that the performance of your database does not degrade over time, within the constraints imposed by licensee's hardware and/or network. Cayenta CMS Consultants also perform security maintenance to ensure that your users have appropriate access to the data. The Cayenta CMS Consultant will:

Perform individual table reorganizations to address performance issues, identified by monitoring tools			Y				
Perform individual index reorganizations to address performance issues, identified by monitoring tools			Y				
Perform security maintenance			Y				

DATABASE BACKUP & RESTORATION

Assuming Cayenta compatible backup tools are used by the client, Cayenta works with you to ensure that database backups are performed reliably and that your data can be recovered quickly in the event of corruption or loss of data. The Cayenta CMS Consultant will:

Perform daily on-line backups according to the back-up schedule	Y						
Perform daily migration of archived online redo logs to tape	Y						
Perform weekly off-line backup		Y					
Perform daily exports (logical backup)	Y						
Assist Client to perform data recovery in the event of corruption or loss of data						Y	
Assist client with data recovery test to assure recoverability from exports				Y			
Assist client with data recovery test to assure recoverability from archive logs				Y			

Database Administration Services (continued)	Frequency					Comment
	Daily	Weekly	Monthly	Quarterly	Annually	

DATABASE MAINTENANCE

In order to ensure that your database environment is current with new RDBMS releases and fixes, Cayenta provides maintenance services for your database platforms. The Cayenta CMS Consultant will:

Apply RDBMS maintenance patches as needed						Y	
---	--	--	--	--	--	---	--

DATABASE REFRESHES & COPIES

In order to ensure that Testing and Training environments are current, the Cayenta CMS Consultant can copy Production data to the Testing and Training environments to a maximum of 1 time each quarter.

Make copy of current Production environment for Testing				Y			
Make copy of current Production environment for Training				Y			

Cayenta Utilities Application Services	Frequency					Comment
	Daily	Weekly	Monthly	Quarterly	Annually	As Required

UTILITIES APPLICATION AVAILABILITY AND PERFORMANCE MONITORING

In order to ensure the availability and performance of your application, Cayenta CMS monitors your system components. Cayenta utilizes tools that test the availability of your system components and alert the Cayenta CMS Consultant in the event of a problem. The Cayenta CMS Consultant will:

Monitor errors, warnings and alerts	Y					
Diagnose and resolve database performance problems, identified by monitoring tools						Y
Log all application problems and report on problems and problem resolution status			Y			Y
Diagnose and assist in resolving application availability						Y
Support diagnosis of application to database connectivity issues						Y
Problem resolution for application specific patches						Y

UTILITIES APPLICATION AND OTHER MAINTENANCE

Cayenta performs regular maintenance to ensure that the Applications are clean. The Cayenta CMS Consultant will:

Utilities Application

Archive and purge batch queue logs			Y			
Archive and purge job process logs			Y			
Copy xml archive files and style sheets to storage media			Y			

Reporting Application maintenance

Perform Backups	Y			Y		
Clear temporary Reporting files						Y
Archive old reports						Y
Purge reporting software logs	Y					
Restart services and agents						Y

UTILITIES APPLICATION BACKUP AND RESTORATION

The Cayenta CMS Consultant will:

Assist in creating backup policies for the Utility Application						Y
--	--	--	--	--	--	---

UTILITIES APPLICATION FEATURE RELEASES, UPDATES, PATCHES

Cayenta performs regular maintenance to ensure that that your Production, Testing and Training Environments are at the appropriate fix levels. The Cayenta CMS Consultant will:

Utilities Application						
Apply P0 patches to the Production environment						Y
Apply P0 patches to the Testing and Training environments						Y
Apply Feature Releases/Updates to the Production environments			Y			
Apply Feature Releases/Updates to the Testing and Training environments			Y			
Reporting Application				Y		
Maintain and upgrade the Report Server software						
Desktop activities						
Recommend additions, enhancement, version requirements to desktop			Y			Y
Recommend network enhancements, updates, etc.			Y			
Assist in troubleshooting Cayenta-specific desktop issues						Y

UTILITIES APPLICATION COPIES

In order to ensure that Testing and Training environments are current, the Cayenta CMS Consultant can copy current Production data to the Testing and Training environments to a maximum of 1 time each quarter.

Make copy of current Production environment for Testing purposes (ex. CayTest)				Y		
Make copy of current Production environment for Training purposes (ex. CayTrain)				Y		

Disaster Recovery Services	Frequency						Comment
	Daily	Weekly	Monthly	Quarterly	Annually	As Required	

INITIAL SETUP

In order to ensure the transfer of data and application files on a nightly basis, CMS will install the required tools and scripts required for the tasks. The Cayenta CMS Consultant will:

Setup and test connection from the customers site to Cayenta data center						Y	
Install the tools and create the necessary scripts for the nightly tasks						Y	
Create and run scripts to verify accuracy of transferred files, and email status of resources (connection, backups, disk space and network access).						Y	
Create pre-configured empty database to accommodate ROSEVILLE's data volumes						Y	
Create Windows directories to accommodate ROSEVILLE's application file systems						Y	
Designate servers and storage for all data and programs transferred						Y	

NIGHTLY BACKUP AND TRANSFER PROCESS

Transfer all data and application programs required to recover ROSEVILLE's Cayenta Utilities data.	Y						
Verify accuracy of the transferred data and files by checking size and checksums.	Y						
Verify connectivity between the customer site and the Cayenta data center during the file transfer period.	Y						
Report on the status of the nightly transfer			Y				

ANNUAL TEST

Since this is an additional fee, not covered under the standard CMS Disaster Recovery agreement, an annual disaster recovery test will be conducted only when requested by the client, and will consist of the following tasks

The Cayenta CMS Consultant will:

Setup Citrix or Remote Desktop access for ROSEVILLE's users to access Cayenta Utilities.						Y	
Restore data to pre-determined database server in the Cayenta data center						Y	
Restore Cayenta Utilities application programs to pre-determined application server in the Cayenta data center						Y	
ROSEVILLE's IT staff sets up remote user location (non ROSEVILLE's facilities, if required).						Y	
Allow ROSEVILLE's users to access Cayenta Utilities remotely						Y	
ROSEVILLE's users test the application from the remote location						Y	

CRITICAL ASSUMPTIONS

In preparing this approach the following assumptions were made.

- All data and files are available via Internet access. Ex. FTP downloads. We need to assure that backup media compatibility is not an issue.
- ROSEVILLE's agrees to Citrix Metaframe access or Windows Remote Desktop to run the application.
- This is for Cayenta Utilities only.
- The annual test will take no longer than 3 days. (8 hrs/day max)
- Notification will be made to Cayenta CMS of all changes to operating systems and databases, and changes/additions to products or solutions related to his service.



COUNCIL COMMUNICATION

CC #: 9532

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

Title: Fiddymment Ranch Phase 2 2G Backbone Project - Certificate of Completion

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

Meeting Date: 10/3/2018

Item #: 6.6.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution accepting Fiddymment Ranch Phase 2 2G Backbone, CWJ# 170083 , as complete and authorizing the City Engineer to execute the Certificate of Completion.

BACKGROUND

The Engineering Division has made a final inspection of the above project and has found the roadway infrastructure work complete in accordance with the improvement plans and City Specifications.

FISCAL IMPACT

The actions requested as part of this action have no impact to the City's General Fund. Construction costs were paid by the developer.

ECONOMIC DEVELOPMENT / JOBS CREATED

Accepting the project as complete will not directly create jobs but rather maintain current employee levels of the developer until such a time the project is fully built out.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guideline 15061(b)(3)). Accepting the Certification of Completion for the Fiddymment Ranch Phase 2 2G Backbone project does not include the potential for a significant environmental effect and

therefore is not subject to CEQA.

Respectfully Submitted,

Ignacio Vizcarra, Construction Inspector

Mike Isom, Acting Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-401

Certificate of Completion

Vicinity map

RESOLUTION NO. 18-401

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS Fiddymment Ranch Phase 2 2G Backbone PROJECT, APPROVING THE "CERTIFICATE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION.

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

1. The "Certificate of Completion" on file in the City Clerk's Department relative to that public work known as the Fiddymment Ranch Phase 2 2G Backbone is hereby approved and the public work accepted.
2. All rights of way and easements as offered on the final map of recorded with Placer County Recorder's Office Book DD of Maps, Page 88 is hereby accepted.
3. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

CITY CLERK

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

CERTIFICATE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work known as Fiddymont Ranch -
Phase 2, 2G Backbone Project was completed and accepted by the
City of Roseville on _____. The location is indicated on the attached map,
marked as Exhibit "A" and incorporated herein by this reference.

The general contractor on said project was Marques Pipeline, Inc.

The surety on said project was as described in the acquisition agreement that stipulates the City will return 5% project value amount for the duration of the warranty period for one year

Marc Stout
City Engineer
City of Roseville

ATTEST:

Sonia Orozco, City Clerk

State of California)
County of Placer)

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

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

Marc Stout
City Engineer
City of Roseville

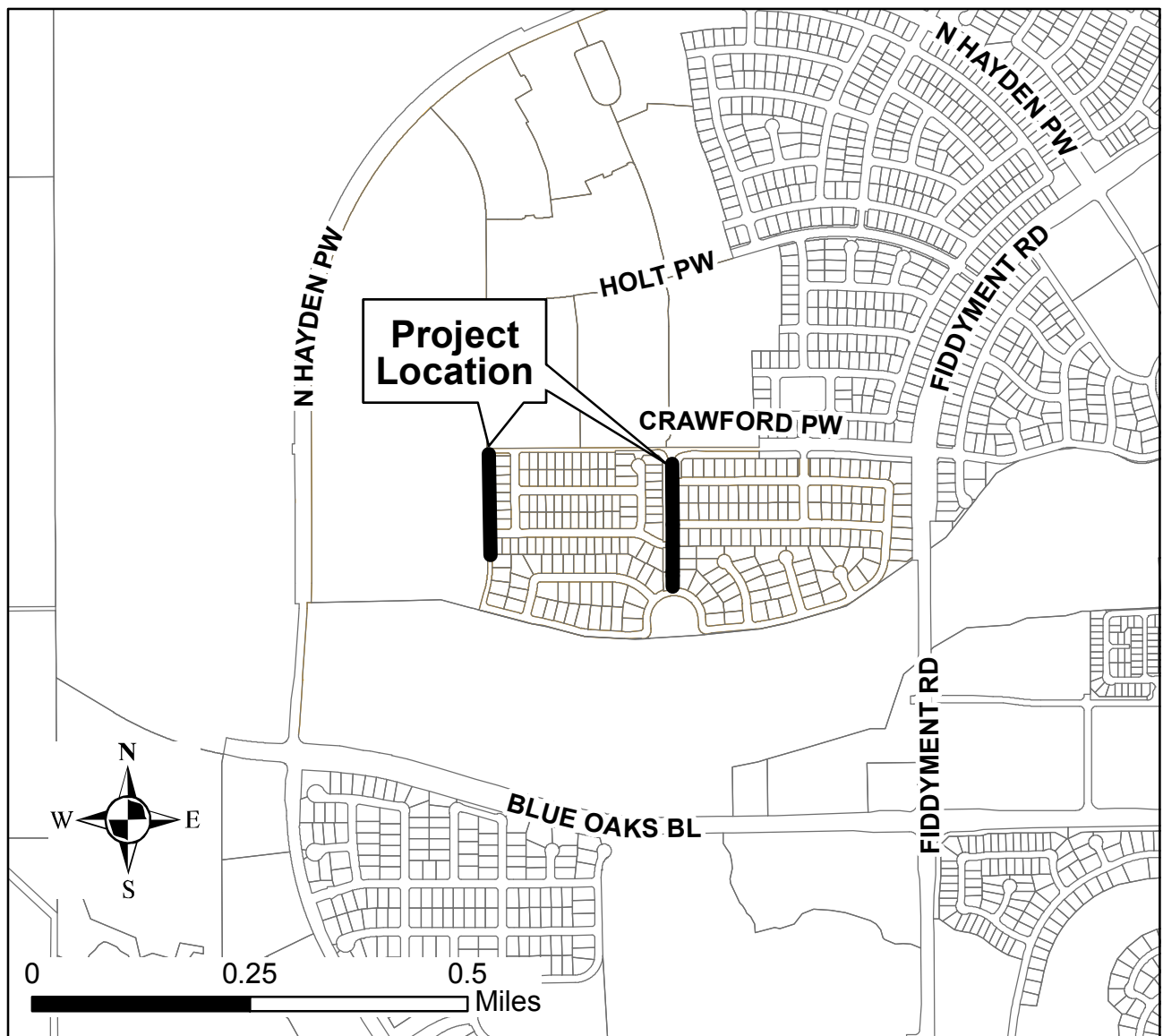
State of California)
County of Placer)

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

Notary Public in and for said County and State

EXHIBIT A

City of Roseville Fiddymment Ranch Phase 2 2G Backbone





COUNCIL COMMUNICATION

CC #: 9548
File #: 0800-02

Title: National Pollutant Discharge Elimination System Permit Renewal Services - Professional Services Agreement
Contact: Raji Subramanian 916-746-1885 rsubramanian@roseville.ca.us

Meeting Date: 10/3/2018
Item #: 6.7.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution to approve a professional services agreement with Robertson-Bryan, Inc. for National Pollutant Discharge Elimination System Permit renewal services for both the Dry Creek and Pleasant Grove Wastewater Treatment Plants, and authorize the City Manager to execute it.

BACKGROUND

The City of Roseville wastewater treatment plants are regulated by the Central Valley Regional Water Quality Control Board (RWQCB) through the issuance of National Pollutant Discharge Elimination System (NPDES) permits. In August 2017, the RWQCB adopted Waste Discharge Requirements for Municipal Wastewater Dischargers That Meet Objectives/Criteria at the Point of Discharge to Surface Water (Order R5-2017-0085, NPDES No. CAG585001). NPDES permits for the Dry Creek and Pleasant Grove Wastewater Treatment Plants will expire in April of 2019. The NPDES permit renewals for the plants will fall under this adopted order.

Robertson-Bryan, Inc. (RBI) has been assisting the City with NPDES permitting services for more than 18 years. This work includes the Dry Creek permit renewals in 2000, 2008, and 2014, and the original Pleasant Grove permit and subsequent 2008 and 2014 renewals.

RBI has provided a scope of services that includes:

- Preparing notices of intent (NOI)
- Reviewing notices of applicability (NOA)
- Meetings with RWQCB staff
- Data analyses and related efforts to negotiate desired changes to the NOA

Through their extensive permit work for the treatment plants, RBI has a thorough understanding of the current Dry Creek and Pleasant Grove NPDES permits. RBI also has worked extensively with RWQCB and the waste discharge requirements under the newly adopted order. Based on their

extensive work with the City's wastewater treatment plant processes and operations and their extensive work with the RWQCB, RBI is uniquely qualified to provide these services to the City.

FISCAL IMPACT

The total cost of this contract is \$33,236.00. Funding is included in the Wastewater Fund through the approved annual Wastewater Operations Budget. Cost of this work will be shared by the South Placer Wastewater Authority partners. Roseville's share will be approximately 63.47% of this amount (\$21,094.89).

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Raji Subramanian, Environmental Utilities Compliance Administrator

Richard Plecker, Environmental Utilities 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 No. 18-407

PSA RBI

RESOLUTION NO. 18-407

APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE
CITY OF ROSEVILLE AND ROBERTSON-BRYAN, INC., AND AUTHORIZING THE
CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, a professional services agreement for National Pollutant Discharge
Elimination System (NPDES) Permit renewal services for the Dry Creek and Pleasant Grove
Wastewater Treatment Plants, by and between the City of Roseville and Robertson-Bryan, Inc.,
has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

**National Pollutant Discharge Elimination System (NPDES) Permit Renewal
Services for the Dry Creek and Pleasant Grove Wastewater Treatment Plants**

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

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of National Pollutant
Discharge Elimination System (NPDES) permit renewal services for the Dry Creek and Pleasant
Grove Wastewater Treatment Plants; and

— WHEREAS, CONSULTANT has prepared a proposal dated July 27, 2018, which —
describes the scope of work to be performed by CONSULTANT, the budget for the work, and
the schedule for performance of the work; and

WHEREAS, CONSULTANT is qualified and experienced to provide such professional
services related to NPDES Permit Renewal Services.

NOW, THEREFORE, the parties agree as follows:

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

2. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the budget estimate as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Total compensation shall not exceed thirty three thousand, two hundred thirty six dollars (\$33,236.00).

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

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

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

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

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation	Statutory
Commercial General Liability	\$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.

5. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed

hereunder, and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

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

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

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

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

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

11. Independent Contractor. CONSULTANT shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

12. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any

company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

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

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

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

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

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

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

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

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

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

CITY OF ROSEVILLE

Richard D. Plecker
Environmental Utilities Director
2005 Hilltop Circle
Roseville, CA 95747

CONSULTANT

Art O'Brien, Principal
Robertson-Bryan, Inc.
9888 Kent Street
Elk Grove, CA 95624

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

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

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

CITY OF ROSEVILLE, a
municipal corporation

ROBERTSON-BRYAN, INC., *ABO*
municipal corporation

BY: _____
DOMINICK CASEY
City Manager

BY: *Michael Bryan*
its: *President*

And

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

ATTEST:

BY:

its:

ATO Ryan
Via President

BY:

SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY:

ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:

Richard D. Plecker
RICHARD D. PLECKER
Environmental Utilities Director

EXHIBIT “A”



July 27, 2018

DELIVERED BY EMAIL

Mr. Ken Glotzbach
Wastewater Utility Manager
City of Roseville
2005 Hilltop Circle
Roseville, CA 95747

Subject: Proposal for NPDES Permit Renewal Services for the Dry Creek and Pleasant Grove Wastewater Treatment Plants

Dear Ken:

Thank you for the opportunity to present this proposal for Robertson-Bryan, Inc. (RBI) to provide NPDES permit renewal services for the City of Roseville's Dry Creek Wastewater Treatment Plant (DCWWTP) and Pleasant Grove Wastewater Treatment Plant (PGWWTP). RBI has been assisting the City with National Pollutant Discharge Elimination System (NPDES) permitting services for more than 18 years, including assistance on the new permit for PGWWTP and the DCWWTP renewal in 2000, and the permit renewals for DCWWTP and PGWWTP in 2008 and 2014. With this proposal, we look forward to providing these services to the City again.

In August 2017, the Central Valley Regional Water Quality Control Board (Central Valley Water Board) adopted *Waste Discharge Requirements for Municipal Wastewater Dischargers That Meet Objectives/Criteria at the Point of Discharge to Surface Water* (Order R5-2017-0085, NPDES No. CAG585001) to regulate discharges from municipal wastewater treatment plants to surface waters that meet water quality objectives/criteria end-of-pipe, referred to herein as the "Municipal General Order." As the individual NPDES permits of Central Valley wastewater dischargers expire, the Central Valley Water Board NPDES permitting staff is directing dischargers that can meet criteria/objectives end-of-pipe to apply for and receive coverage under the Municipal General Order. It is expected that the Central Valley Water Board will be utilizing the Municipal General Order as the NPDES permit that will regulate PGWWTP and DCWWTP discharges when the current NPDES permits for these facilities expires. Hence, the proposal for NPDES permit renewal assumes that RBI will be assisting the City with obtaining coverage under the Municipal General Order for both the PGWWTP and DCWWTP.

Under our current contract with the City, RBI completed "reasonable potential analyses" of the effluent and receiving water characterization data from both the PGWWTP and DCWWTP. The data show there is no reasonable potential for the PGWWTP or DCWWTP to cause or contribute to an excursion above an applicable criterion and we expect that the renewed NPDES permits will contain no new effluent limitations for these constituents.

Because the reasonable potential analyses are complete, the NPDES permit renewal efforts focus on preparing the Notices of Intent (NOI) for coverage under the Municipal General Order, review of the draft Notices of Applicability (NOA) issued by the Central Valley Water Board, meeting with Central Valley Water Board staff to discuss City concerns with the draft NOAs, and negotiating with Board staff to obtain the desired modifications to the NOA. RBI's scope of work and budget for services are provided below.

I. SCOPE OF WORK

TASK 1: PREPARE NOTICES OF INTENT (NOIs)

RBI will prepare a separate NOI for the PGWWTP and the DCWWTP with the information required in Attachment B of the Municipal General Order. The NOI requires basic information regarding each facility, as follows.

- Discharger Information: Including legal name, address, contact person.
- Facility Information: Including plans for expansion or upgrades, name of receiving water, site map, flow schematic, current design flow.
- Pretreatment Program: A description of recent and proposed changes to pretreatment program.
- Wastewater Sampling and Analysis: Provide additional data beyond that reported in the California Integrated Water Quality System (CIWQS) that the discharge wants considered for development of effluent limitations.
- UV Disinfection System Information: If requesting site-specific UV disinfection system operating specifications, provide a copy of the site-specific engineering study and approval letter from the State Water Resources Control Board, Division of Drinking Water.

RBI also will prepare a draft cover letter for City letterhead requesting that the Central Valley Water Board provide the City with administrative draft copies of the NOA to review, prior to being finalized.

TASK 2: REVIEW NOTICES OF APPLICABILITY (NOAs)

RBI will perform a thorough, detailed review of the administrative draft NOAs issued by Central Valley Water Board staff, and will lead and coordinate efforts to prepare written comments, which will be submitted within the time frame allotted. The Central Valley Water Board typically provides draft NOAs in MS Word format. RBI will prepare comments directly in the MS Word file. In addition, RBI will prepare a cover letter for submitting the comments to the Central Valley Water Board, if significant issues with the NOAs are identified. RBI will prepare a draft letter for City review, and then prepare a final letter in MS

Word format for printing on City letterhead. This task assumes two rounds of review for the PGWWTP NOA and DCWWTP NOA.

TASK 3: MEETINGS WITH CENTRAL VALLEY WATER BOARD STAFF

RBI will accompany City staff to one (1) meeting with Central Valley Water Board staff to discuss comments on the first draft NOAs, and participate in one (1) conference call with Board staff to discuss the second draft NOAs.

TASK 4: DATA ANALYSES AND RELATED EFFORTS TO NEGOTIATE DESIRED CHANGES TO THE NOA

RBI staff will conduct effluent data analyses and related tasks to produce the information needed to negotiate the desired changes to the NOA. For example, RBI could analyze ammonia data seasonally and demonstrate that seasonal ammonia effluent limitations are protective and to the City's advantage. This task provides funding to conduct all forms of data analyses, graphic production, and supplemental comments to facilitate obtaining desired changes to the NOA, as needed.

TASK 5: PROJECT MANAGEMENT

Project management time shall primarily be used by the Principal-in-Charge and the designated Project Managers to coordinate and direct the project activities to assure that all tasks are conducted efficiently and effectively. In addition, this task provides time for project coordination by phone, email, and fax with other project team members, review of preliminary work products, budget and schedule tracking, and other duties to coordinate and administer the project.

II. SCHEDULE

RBI can begin providing professional services associated with the tasks defined herein upon receipt of a Professional Services Agreement or written authorization to proceed.

III. CONTRACT AND BILLING ARRANGEMENT

RBI will complete the scope on a time-and-materials basis, with an authorized budget as shown in **Attachment 1**. We will not exceed the authorized budget amount without written authorization. Attachment 1 provides an estimated breakdown of the total budget by task. RBI will invoice the City monthly according to its 2018 fee schedule (**Attachment 2**).

If you have any questions regarding this proposal, please do not hesitate to contact me at (916) 405-8944. We look forward to continuing to provide the City with NPDES permit compliance and renewal services.

Sincerely,

Mr. Ken Glotzbach
NPDES Permit Renewal Services
July 27, 2018
Page 4 of 6



Art O'Brien, P.E.
Principal

Attachment 1: RBI Budget
Attachment 2: 2018 Fee Schedule

EXHIBIT “B”

ATTACHMENT 1
Budget

City of Roseville NPDES Permit Renewal Services-2018

	Principal Engineer	Senior Engineer/ Scientist I	Project Engineer I	RBI Subtotal
PROFESSIONAL SERVICES				
Task 1: Prepare Notices of Intent (NOI)	4	6	32	\$ 7,942
Task 2: Review Notices of Applicability (NOA)	8	48		\$ 12,560
Task 3: Meetings with CVWB Staff	8	8		\$ 3,880
Task 4: Data Analyses/Negotiations	6	12	6	\$ 5,256
Task 5: Project Management	10	4		\$ 3,548
Total Hours:	36	78	38	
Rate:	\$ 268	\$ 217	\$ 174	
Labor Subtotal:	\$ 9,648	\$ 16,926	\$ 6,612	\$ 33,186
Direct Expenses				
Mileage Allowance	\$ 50			
Direct Expenses Subtotal	\$ 50			
TOTAL BUDGET	\$ 33,236			

ATTACHMENT 2

2018 FEE SCHEDULE

Charges for project work performed by Robertson-Bryan, Inc. (RBI) will be calculated and billed at the hourly rates shown below.

Professional Services	Rate/Hour
♦ Managing Partner	\$285.00
♦ Principal Engineer/Scientist	\$268.00
♦ Resource Director	\$242.00
♦ Associate	\$232.00
♦ Senior Engineer/Scientist II	\$226.00
♦ Senior Engineer/Scientist I	\$217.00
♦ Project Engineer/Scientist III	\$201.00
♦ Project Engineer/Scientist II	\$191.00
♦ Project Engineer/Scientist I	\$174.00
♦ Staff Engineer/Scientist II	\$162.00
♦ Staff Engineer/Scientist I	\$148.00
♦ Technical Analyst	\$142.00
♦ Graphics/GIS	\$130.00
♦ Administrative Assistant	\$93.00
♦ Intern	\$60.00

Up to ten percent (10%) of subcontractor charges will be added to cover administrative costs. Hourly rates will be increased by a minimum of fifty percent (50%) for depositions, trials, and hearings. Rates will be adjusted annually. Rates are adjusted annually, effective December 16th.

Invoicing and Payments

Invoices will be issued on a monthly basis for all work performed on a project. Payment is due upon receipt of the invoice.



COUNCIL COMMUNICATION

CC #: 9550
File #: 0900-02

Title: Shadowbrook Lift Station and Force Main Project Phase 2 – Professional Services Agreements Amendments
Contact: Jonathan Cummings 916-774-5566 jcummings@roseville.ca.us

Meeting Date: 10/3/2018
Item #: 6.8.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council:

1. Adopt a resolution authorizing the City Manager to execute the Third Amendment to the Professional Services Agreement with Mott MacDonald, LLC, for environmental services during construction required as part of the Shadowbrook Lift Station and Force Main Phase 2 Project (#143501); and
2. Adopt a resolution authorizing the City Manager to execute the First Amendment to the Professional Services Agreement with Water Works Engineers, LLC, for construction management and inspection services required as part of the Shadowbrook Lift Station and Force Main Phase 2 Project (#143501).

BACKGROUND

The Shadowbrook Lift Station and Force Main Phase 2 work, represents the final stage of the project, consisting of the installation of dual 6 inch force mains across Dry Creek, to replace an aging single force main.

Construction of the Phase 2 improvements began on August 6, 2018. The project requires construction within the creek bed and adjacent riparian area, resulting in unavoidable impacts to threatened and endangered species under the federal Endangered Species Act, necessitating compliance with the following state and federal resource agency permits and regulations:

- Public Resource Code Section 21081.6(a)(1) – Mitigation Monitoring and Reporting Program – Initial Study/Mitigated Negative Declaration, May 2016.
- Section 401 Permit – Clean Water Act Technically Conditioned Water Quality Certification – Central Valley Regional Water Quality Control Board (CVRWQCB), July 2016
- Section 1602 Permit – Final Lake or Streambed Alteration Agreement – California Department of Fish and Wildlife (CDFW), October 2016
- Encroachment Permit, Central Valley Flood Protection Board (CVFPB), November 2016

- Endangered Species Act Section 7(a)(2) Biological Opinion, National Marine Fisheries Service (NMFS), February 2018
- Section 404 Permit – Nationwide Permit (NWP), US Army Corp of Engineers (USACE), March 2018

Since the commencement of construction, it has become evident that additional oversight is required, to ensure full environmental compliance is maintained throughout the remaining duration of the project. The Environmental Utilities Dept. (EUD) is therefore requesting Council authorize a Third Amendment (in the amount of \$24,885.00) to the PSA with Mott MacDonald to expand their environmental services to provide additional on-site support. The additional tasks will include:

- Additional site visits for survey and relocation of fish
- Permit compliance coordination
- Attendance of weekly meetings
- Coordination with Resource Agencies as necessary

Also, additional construction management and inspection services are necessary to closely oversee construction activities, to ensure that the extremely tight schedule for completing work within the creek bed and adjacent riparian area is adhered to. EUD is therefore requesting Council authorize a First Amendment (in the amount of \$18,040.00) to the PSA with WaterWorks Engineers to provide the additional tasks listed below:

- Additional site visits to observe construction activities
- Attendance of weekly construction meetings
- Review of Contract Documents to ensure compliance
- Review of startup and testing plan

FISCAL IMPACT

The original contract awarded to Mott MacDonald on February 4, 2015 in the amount of \$467,865.00. The First Amendment adopted on April 6, 2016 was in the amount of \$83,022.00. The Second Amendment adopted on August 1, 2018 was in the amount of \$124,396.00. The additional cost for the work included in this Third Amendment is \$24,885.00. The revised total contract amount is therefore \$700,168.00.

The original contract was awarded to Water Works Engineers on August 1, 2018 in the amount of \$27,309.00. The additional cost for the work included in this First Amendment is \$18,040.00. The revised total contract amount is therefore \$45,349.00.

Both contracts are funded by the Capital Improvement Project Budget # 30503/143501 (Shadowbrook Lift Station & Force Main Project Budget), funding for which comes from the Wastewater Rehabilitation Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

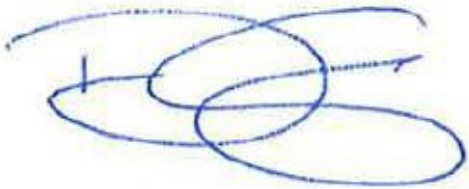
ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Jonathan Cummings, Assistant Engineer

Richard Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-403

Mott McDonald Third Amendment

Resolution No. 18-404

Water Works First Amendment

RESOLUTION NO. 18-403

APPROVING A THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ROSEVILLE AND MOTT MACDONALD, AND AUTHORIZING
THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE
CITY OF ROSEVILLE

WHEREAS, a third amendment to professional services agreement regarding the Shadowbrook Lift Station and Force Main project, by and between the City of Roseville and Mott MacDonald, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**THIRD AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

Project: Shadowbrook Lift Station and Force Main

THIS THIRD AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and Mott MacDonald, a Delaware limited liability company ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Professional Services Agreement dated February 4, 2015 and amended on April 6, 2016 and August 1, 2018 ("Agreement") regarding Shadowbrook Lift Station and Force Main ("Project"); and

WHEREAS, CITY desires to amend the Agreement to include additional services as described in CONSULTANT's letter/proposal dated September 6, 2018, which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, CONSULTANT is willing and able to provide such additional services.

NOW, THEREFORE, the parties agree as follows:

1. CONSULTANT shall provide additional services as described in Exhibit "A" of this Third Amendment to Agreement.
2. Paragraph 2 of the Agreement is amended by adding an additional paragraph to read as follows:

"CITY shall pay twenty-four thousand eight hundred eighty-five dollars (\$24,885), in consideration of the additional services as set forth in Exhibit "A" to the Third Amendment to Agreement. This brings the total not to exceed contract amount to seven hundred thousand one hundred sixty-eight dollars (\$700,168)."

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

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Third 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 Third Amendment to Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

MOTT MACDONALD, a Delaware
limited liability company

BY: _____
DOMINICK CASEY
City Manager

BY: Chris M. Fitzgerald
its: SR VICE PRESIDENT

ATTEST:

and

BY: _____
SONIA OROZCO
City Clerk

BY: _____
its: _____

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM:

BY:

ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:


RICHARD D. PLECKER
Environmental Utilities Director

EXHIBIT "A"



Mr. Jonathan Cummings, Project Manager
City of Roseville
Environmental Utilities Department
2005 Hilltop Circle
Roseville, CA 95747

Mott MacDonald
2495 Natomas Park Drive
Suite 530
Sacramento, CA 95833

**City of Roseville
Shadowbrook Lift Station and Force Main Upgrade – Phase 2
Amendment to Engineering Services During Construction Contract**

September 6, 2018

Dear Mr. Cummings,

We are pleased to submit the attached Amendment to our current contract with the City of Roseville for the Shadowbrook and Lift Station project. The City has requested an increase in the scope of services related to providing construction period environmental monitoring and coordination services being performed by ECORP under Mott MacDonald's contract for the Shadowbrook Lift Station and Force Main Upgrade Phase 2 project. They have provided the attached scope of work increase for said services.

The revised total Fee Proposal for Phase 2 construction related services including this amendment (\$24,885.00 including Mott MacDonald's prime consultant five percent, \$1185 markup) would now amount to \$149,281.00. broken down as shown below and on the attached Fee Spreadsheet:

Mott MacDonald (ESDC prime consultant):	\$62,147.00
ECORP (environmental subconsultant):	\$76,400.00
Blackburn Consulting (materials testing subconsultant):	\$10,734.00

Accordingly, the Mott MacDonald contract amount following Amendment No. 3 would total \$700,168.00.

Thank you for allowing the Mott MacDonald team to continue serving the City.

Sincerely,

A handwritten signature in blue ink that reads 'Thomas Grau'.

Thomas Grau, PE
Vice President
T 916.231.8077
thomas.grau@mottmac.com
Attachments:

MH/Fee Spreadsheet for ESDC w Amend. No. 1

ECORP 6 September 2018 Amendment One
to Scope of Work and Cost Estimate for Env. Services
– Shadowbrook Lift Station - Phase 2

Amendment to Engineering Services During Construction

^a Return on Education Counseling. ^b June 14, 2016. ^c Firm proposal for Physics 2. ^d Master's and Laboratory Testing.



6 September 2018
(P17-029.01)

Amendment
Scope of Work and Cost Estimate¹ for
Environmental Services
Regarding
Shadowbrook Lift Station Phase 2
(Placer County, California)
For
City of Roseville

This scope of work has been developed to ensure City compliance with state and federal permits and CEQA mitigation measures applicable to the Shadowbrook Lift Station Phase 2 project. All applicable permits and mitigation measures were reviewed and considered as part of developing this scope of services.

Cost Estimate

Additional Budget Request on Previously Approved Tasks:

Task Four: *Fish Survey and Relocation*

ECORP will provide three biologists (including two NMFS-approved biologists and 1 biological monitor) for the temporary stream diversion installation and relocation. The biologists will visually survey the in-water project work area for federally-listed fish species. If fish are observed within the diversion area, the biologists will guide fish out of the in-water work area with seine nets. The biologists will also install block nets/fish screens upstream and downstream of the diversion area to keep fish from re-entering until the temporary cofferdams are installed.

Assumptions:

This cost estimate includes one 8-hour day for 3 biologists on-site and 4 additional hours for a NMFS-approved biologist to perform a site check the following day.

Additional budget is requested to cover additional time spent in the field to complete the fish survey and relocation during the diversion per the contractor's schedule. The diversion has taken place over the course of five working days.

Approved Budget for Task Four: \$4,400
Additional Budget Requested: \$5,500
NEW BUDGET FOR TASK FOUR: \$9,900

Task Nine: *Permit Compliance Contingency*

ECORP will provide permit compliance associated with the project's permit measures and conditions outside of the tasks identified above as necessary at the City's direction. Items that may be covered under this task include but are not limited to: CDFW consultation for nesting birds or western pond turtle, unanticipated discovery of cultural resources agency request/coordination, and other agency liaison or City/contractor coordination as needed.

Additional budget is requested to continue permit compliance coordination, project management, meeting attendance, out of scope site visits, and provide agency liaison as needed.

Approved Budget for Task Nine: \$8,500
Additional Budget Requested: \$5,000
NEW BUDGET FOR TASK NINE: \$13,500

¹The cost estimate is based on time and materials and is valid for 90 days.

Proposed New Task:

Task Ten: *Biological Monitoring: Daily Visits*

ECORP will provide a biological monitor to conduct daily monitoring visits during the construction period of the project to ensure construction activities remain compliant with applicable state and federal permit conditions and CEQA mitigation measures. Monitoring is not limited to but will include: an assessment of in-stream and riparian habitat impacts so that those areas/acreages per the BO are not exceeded during construction; inspection of BMPs, and coordination of ESA barrier fencing maintenance with the contractor as needed. The monitor will be prepared to stop work if necessary and provide input regarding environmental compliance issues as they arise. Monitoring logs will be kept detailing daily events.

Task Ten: \$13,200

COST SUMMARY:

Additional Budget Request:	
Task 4 – Fish Survey and Relocation	\$5,500
Task 9 – Permit Compliance Contingency	\$5,000
Proposed New Task:	
Task 10 – Biological Monitor: On-Call Daily Visits	\$13,200
Grand Total:	\$23,700

TOTAL COST ESTIMATE FOR AMENDMENT: \$23,700

Expense Reimbursement/Other:

1. Computer, facsimile, and telephone are included in the billing rates, and there is no additional charge.
 2. Copies (color and black and white), equipment and other direct expenses are reimbursed with a 14% administrative handling charge (excluding per diem).
 3. Subcontractor expenses are reimbursed with a 12% administrative handling charge.
 4. Mileage is reimbursed at current IRS rate with a 14% administrative handling charge.
 5. Per Diem, depending upon location, may be charged where overnight stays are required.
 6. Expert Witness Testimony, including Depositions, is billed at time and a half.
 7. When non-standard billing is requested, time spent by office administrative personnel in invoice preparation is a cost to the project and charged as technical labor.
-

Shadowbrook LRT Station Phase 2 #1 (2015-020.01)

• 2525 Warren Drive

• Rocklin, California 95677

• Phone: (916) 782-9100

• Fax: (916) 782-9134

• Web: www.ecorpconsulting.com

RESOLUTION NO. 18-404

APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ROSEVILLE AND WATER WORKS ENGINEERS, LLC, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE
CITY OF ROSEVILLE

WHEREAS, a first amendment to professional services agreement regarding the Shadowbrook Lift Station and Force Main Phase 2 project, by and between the City of Roseville and Water Works Engineers, LLC, 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 _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

Shadowbrook Lift Station and Force Main Phase 2 Project

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and Water Works Engineers, LLC, an Arizona limited liability company ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Professional Services Agreement dated August 1, 2018 ("Agreement") regarding the Shadowbrook Lift Station and Force Main Phase 2 Project ("Project"); and

WHEREAS, CITY desires to amend the Agreement to include additional services as described in CONSULTANT's letter/proposal dated August 27, 2018, which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, CONSULTANT is willing and able to provide such additional services.

NOW, THEREFORE, the parties agree as follows:

1. CONSULTANT shall provide the services as described in its revised scope of work attached hereto as Exhibit "A" of this First Amendment to Agreement.
2. Paragraph 2 of the Agreement is amended to read as follows:

"2. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the budget estimate as described in EXHIBIT "A." Total compensation shall not exceed forty-five thousand three hundred forty-nine dollars (\$45,349).

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

3. 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

WATER WORKS ENGINEERS, LLC, an
Arizona limited liability company

BY: _____
DOMINICK CASEY
City Manager

BY: 
its: _____
Managing Member

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

ATTEST:

and

BY:



BY:

SONIA OROZCO
City Clerk

its:

Managing Member

APPROVED AS TO FORM:

BY:

ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:



RICHARD D. PLECKER
Environmental Utilities Director

EXHIBIT "A"



August 27, 2018
Jonathan Cummings - Assistant Engineer
Environmental Utilities – City of Roseville
2005 Hilltop Circle
Roseville, CA 95747

RE: Construction Management/Inspection Services for the Shadowbrook Lift Station and Force Main Phase 2 Project – Amendment 1

Dear Mr. Cummings:

Water Works Engineers (Water Works) is pleased to submit this letter proposal for Amendment 1 to the Construction Management/Inspection Services with the City of Roseville (City) for the Shadowbrook Lift Station and Force Main Phase 2 Project. Based on initial interactions between City engineering, management and operations staff with the project Contractor, it is City staff judgement that additional Construction Management / Inspection services are needed to oversee Contractor work and promote quality, timely and cost-effective work product. Water Works has prepared the attached Revised Estimated Cost of Services based on the City's updated needs and request. Thank you for the opportunity to provide services on this important City project.

Very Truly Yours
WATER WORKS ENGINEERS, LLC

A handwritten signature in black ink, appearing to read "Mike J. Fisher", is written over a light blue horizontal line.

Mike Fisher, P.E., Project Manager
Water Works Engineers, LLC Managing Member/Principal
Roseville Office Manager; mikef@wwengineers.com; 916-521-9200 (cell)



REVISED ESTIMATED COST OF SERVICES – Amendment 1

Water Works Engineers, LLC will perform the scope of work described in the Invitation for Letter Proposal, Shadowbrook Lift Station and Force main Project – Phase 2 according to the terms of payment outlined in the Agreement. The following assumptions were utilized to develop our cost estimate. Those items shown in red denote additional services and deletions are shown as ~~striketrough~~ text.

1. Construction Management services will commence with Pre-Construction Meeting (tentatively scheduled for August 6th, 2018)
2. Construction Management services will be complete upon Contractor submittal of FINAL reviewed and approved as-builts (assumed to be 45 days after work completed in the creek and all start-up and punch list items approved – estimated November 30th, 2018)
3. Task 1a. Construction Meetings and Coordination will include the following:
 - a. Qty ~~4~~ 12 meetings (dates based on Contractor Master Schedule and known coordination issues known at time of this scope):
 - i. Meeting 1 – Pre-Construction (8/6/18)
 - ii. Meeting 2 – 1 week prior to commencing field work in the creek (9/6/18)
 - iii. Meeting 3 – half way through field work in creek to review project progress (9/13/18)
 - iv. Meeting 4 – approximately 1-2 week(s) after start-up and testing to discuss punch list items and project completion status (10/18/18)
 - v. Weekly Construction Meetings 5-12 (8/23/18, 8/30/18, 9/20/18, 9/27/18, 10/4/18, 10/11/18, 10/25/18, and 11/1/18)
 - b. Meeting and coordination is assumed to require 4 hours per meeting (~~16~~ 48 hours total).
4. Task 1b, 1C and 1D RFI, Submittal and Change Order Management coordination and tracking will include ~~2~~ 8 hours per week over 8 weeks of construction activities (~~32~~ 64 hours total).
5. Task 2 Field Inspection assumes full time onsite construction observation during work activities in the creek channel for compliance with Contract Documents for 12 working days at 8 hours per day plus 8 hours of field engineering QAQC oversight by senior level technical staff during period. (96 hours total).
 - a. Additional periodic field site visits during work outside of creek channel to observe construction progress and general compliance with Contract Documents assuming 6 weeks of work outside of creek channel 3 times per week for 2 hours each site visit (36 hours total)
6. Task 3 Permit Compliance will include receiving and forwarding permit compliance related documentation and correspondence between City Environmental subconsultant, Design Engineer, Owner and Contractor. It is assumed these activities will require minimal oversight (4 hours total).
7. Task 4a Oversight for testing and start-up will include onsite construction observation during start-up and testing activities for compliance with Contractor developed and Design



Engineer/Owner approved start-up and testing plan. 4 hours of Contract Documents and start-up and testing plan review qty 2 days of half time (4 hours per day) construction observation of start-up and testing and 8 hours to develop and submit project closeout punch list (20 hours total).

8. Task 4b Coordinate final as-builts completion has been modified to cover unanticipated Construction Management and Field Engineering services related to potential unforeseen site condition changes. An additional budget allocation (in the amount quantified in the FEE section of this scope of services) has been included to cover these potential services. Budget will only be released as unanticipated tasks are identified and approved by the CLIENT in writing (40 hours total).

Payment

Payment for all project work shall be on a Time and Expense basis not to exceed \$45,349 (\$18,040 for Amendment 1 additional services plus \$27,309 from original agreement) without written consent from Client and invoiced in accordance with the Hourly Billing Rates in the following table.

Classification	Title	Hourly Rate
AA	Administrative	\$99
E1	Staff Engineer	\$123
E2	Associate Engineer	\$151
E3	Project / Structural Engineer	\$170
E4	Senior Project Engineer / Manager	\$196
E5	Principal Engineer	\$228
I1	Field Inspector	\$133
I2	Senior Inspector	\$149
I3	Supervising Inspector	\$164
T1	CADD Tech 1	\$84
T2	CADD Tech 2	\$112
T3	CADD Tech 3	\$137

Notes:

1. No Mark-up will be applied to project related Direct Costs and Expenses.
2. An additional premium of 25% will be added to the above rates for Expert Witness and Testimony Services.
3. Rate effective through December 31, 2018. A 3% increase will be added for any services performed in each year thereafter.

Enclosures

1	Fee Basis Spreadsheet
---	-----------------------

Water Works Engineers Fee Estimate

Client City of Roseville
 Project Construction Management/Inspection Services for the Shadowbrook Lift Station and Force Main Phase 2 Project
 Task Order No Amendment 1
 Prepared by Mike Fisher
 Date 8/27/2018



Hours and Fee

Task Subtask	Task 1 - Construction Management		Task 2 - Inspection		Task 3 - Permits		Task 4 - Construction Close-out		PROJECT TOTALS	
	1a	1b, 1c, 1d	2018		2018		4a	4b	2018	
Year	2018	2018	2018		2018		2018	2018	2018	
	Construction Meetings and Coordination	RFI, Submittal & Change Order Management	Field Inspection	Permit Compliance	Oversight of Testing and Start-up	Unanticipated CM / Field Engineering	Permit Compliance			
Water Works Engineers	hrs	fee	hrs	fee	hrs	fee	hrs	fee	hrs	fee
Classification										
Title										
11 Jon Roy, EIT	40	\$5,320	44	\$5,852	108	\$14,364	4	\$532	24	\$3,192
E2 Tim Lewis, PE	4	\$604	8	\$1,208	16	\$2,416	4	\$604	4	\$604
E4 Steve Hooper, PE	0		0		4	\$784	4	\$784	8	\$1,568
E5 Michael Fisher, PE	4	\$912	12	\$2,736	4	\$912	8	\$1,824	32	\$7,296
Expenses										
WWE Expenses (travel, printing, etc.)		\$125				\$50		\$90		\$265
Subtask Totals	48	\$6,961	64	\$9,796	132	\$18,576	4	\$532	40	\$6,494
									308	\$45,349

Updated Project Totals

Amendment Total Increase

Existing Agreement Totals

Project Total (Tasks 1-4b)	
Hours	308
Fee	\$45,349
Amendment 1 Total (Tasks 1-4b)	
Hours	124
Fee	\$18,040
Project Total (Tasks 1-4b)	
Hours	184
Fee	\$27,309



COUNCIL COMMUNICATION

CC #: 9539
File #: 0900-02

Title: Well Destruction Project - Notice of Completion
Contact: Colleen Boak 916-774-5535 cboak@roseville.ca.us

Meeting Date: 10/3/2018
Item #: 6.9.

RECOMMENDATION TO COUNCIL

Staff recommends City Council accept the Well Destruction Project as complete and adopt a resolution to authorize the Director of Environmental Utilities to execute the Notice of Completion.

BACKGROUND

On September 20, 2017 City Council awarded a construction contract to Clyde G. Steagall, Inc for the Well Destruction Project. This project included the destruction of three historic potable water wells which had not been in use by the Water Utility for several decades. Well #1 was located at 402 Atlantic Street, Well #2 was located at 213 Church Street, and Well #3 at 120 Pacific Street, as shown on Exhibit A. The procedure for destruction of these wells included removal of "top side" improvements, perforation of the well casings, followed by filling of the casing with a concrete mixture to seal the space.

The City's Environmental Utilities Department (EUD) completed final inspection of the project in July 2018 and found the work to be completed in accordance with the improvement plans and specifications. No stop payment notices or preliminary notices were filed with the City Clerk during the project. In accordance with the specifications and Faithful Performance bond, the contractor shall guarantee the installation of all improvements for a period of twelve months from the date of Council acceptance.

FISCAL IMPACT

The original contract value as awarded totaled \$319,652.00, with a 10% contingency of \$31,965.20 for a total not-to-exceed value of \$351,617.20. An adjustment to the change order allowance was approved by the City Council in May 2016, increasing the 10% value to 20%, for a not to exceed total cost of \$383,582.40. The total cost for this project was \$346,046.86, which is 10% less than the amount authorized by the City Council.

ECONOMIC DEVELOPMENT / JOBS CREATED

The funding for this project allowed the contractor to maintain the staffing levels required to complete the work.

ENVIRONMENTAL REVIEW

The proposed project involved the maintenance/destruction of an existing facility. This activity is categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines Section 15301). The Exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

Colleen Boak, Senior Engineer

Richard Plecker, Environmental Utilities Director

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

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-406

Notice of Completion - Well Destruction Project

Exhibit A Well Destruction Project

RESOLUTION NO. 18-406

ACCEPTING THE PUBLIC WORK KNOWN AS THE WELL DESTRUCTION PROJECT,
APPROVING THE “NOTICE OF COMPLETION”, AND AUTHORIZING THE
ENVIRONMENTAL UTILITIES DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF
OF THE CITY OF ROSEVILLE

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

1. The “Notice of Completion” on file in the City Clerk’s Department relative to that public work known as the Well Destruction Project, has been approved and the public work accepted.
2. The Environmental Utilities Director is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2018, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

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

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work known as _____
_____ Project was completed and accepted by the
City of Roseville on _____. The location is indicated on the attached map,
marked as Exhibit "A" and incorporated herein by this reference.

The general contractor on said project was _____.
The surety on said project was _____.

City of Roseville

ATTEST:

Sonia Orozco, City Clerk

State of California)
County of Placer)

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

City of Roseville

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

State of California)
County of Placer)

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

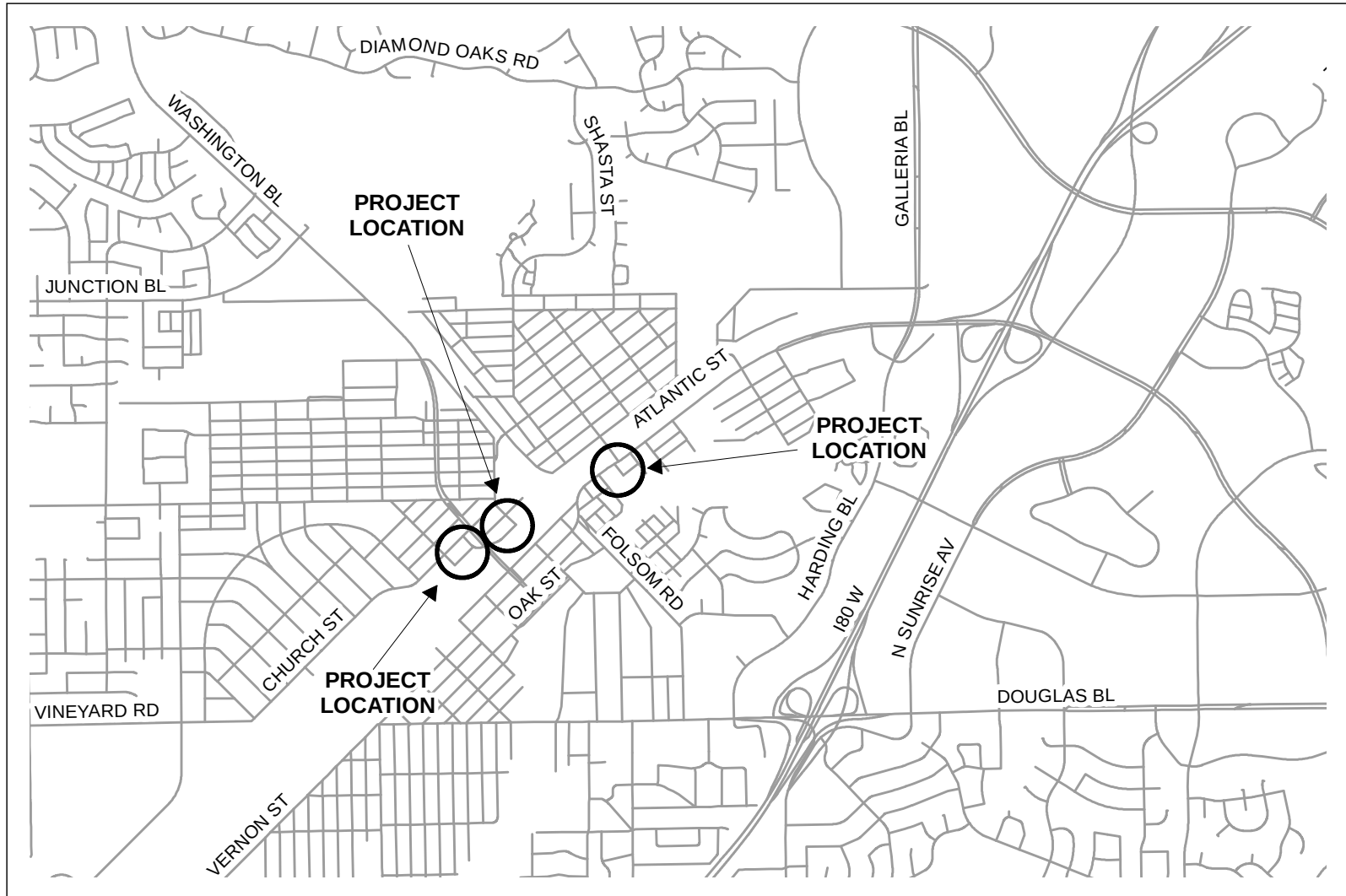
Notary Public in and for said County and State

EXHIBIT A - WELL DESTRUCTION PROJECT

WELL #1 - 402 ATLANTIC STREET

WELL #3 - 120 PACIFIC STREET

WELL #2 - 213 CHURCH STREET





COUNCIL COMMUNICATION

CC #: 9549

File #: 0704

Title: Parks Pre-Qualifications Procedure Renewal 2019

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

Meeting Date: 10/3/2018

Item #: 6.10.

RECOMMENDATION TO COUNCIL

Approve the pre-qualification process set forth in the attached Department of Industrial Relations (DIR) publication (attachment 1), 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 2019 calendar year; approve the appeals process set forth in the attached Notice to Contractors (Attachment 2); 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 2019 calendar year. These projects include:

- 1) Pistachio Regional Park (F-56 Joint High School Park Site), located off of High School Road and West Park Drive in West Roseville. Phase one improvements are targeted to begin in Spring 2019. This will be pending available funding for maintenance offsets.
- 2) F-97 Pocket Park, located off of North Hayden Parkway in the Fiddymment Farm area of West Roseville. This is a 1.5 acre pocket park to be constructed by Signature Homes. Maintenance funding is provided for through the West Roseville Community Facilities District for Service.
- 3) Richard and Pauline Roccucci Park (W-51), located off of Symphony Way in West Roseville. This is a 5 acre park site. Maintenance funding is provided through the West Roseville Community Facilities District for Service.
- 4) RG Phillips Park (F-52). Located off of Old Coach near Fiddymment Road. This is a 6 acre site. Maintenance funding is provided through the West Roseville Community Facilities District for Service.
- 5) F-101 Pocket Park, located just north of North Hayden Parkway in the Fiddymment Farm area of West Roseville. This is a 1.5 acre pocket park to be constructed by Signature Homes. Maintenance funding is provided through the West Roseville Community Facilities District for Service.
- 6) Harry Crabb Park, located off of Secret Ravine at Scarborough in the Stoneridge area. Depending on General Fund offsets for maintenance, the park or a portion thereof, may be

constructed.

7) Central Park, located off of Pleasant Grove Boulevard at Highland Drive in the Highland Reserve North area. Depending on General Fund offsets for maintenance, the park or a portion thereof, may be constructed.

8) F-54 Denio Family Park, located off of Fiddymint in the West Roseville area. Depending on General Fund offsets for maintenance, the park or a portion thereof, may be constructed.

9) Long field sports complex, located in the West Roseville area. Depending on General Fund offsets for maintenance, the park or a portion thereof, may be bid or constructed.

Due to the need to more effectively and efficiently administer the construction of these projects, the construction season window has narrowed due to regulatory guidelines such as storm water pollution and prevention, air quality, etc. Additionally, the current construction environment has affected the overall industry, making it more challenging to attract qualified contractors. In order to address these concerns, staff believes the best approach is to pre-qualify all contractors and specific sub-contracting trades seeking to bid these 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 contractors (Attachment 1). 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 included as Attachment 2.

This prequalification process has been utilized since February 2013. The prequalification process has proven to be effective and staff was able to shorten the bidding period because of the prequalification advertisement has 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 Department of Industrial Relations.

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 one Assistant City Manager, the Director of Parks, Recreation & Libraries and one member of staff who is an individual 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 bid. 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 from approving the pre-qualification and appeals process. It is expected that the adoption of this process and the resolution continue the results in attracting better qualified bidders, resulting in the best value for the City.

ECONOMIC DEVELOPMENT / JOBS CREATED

No additional jobs are created through this process, however, the City's ability to move forward with the best qualified bidders will allow for a more timely approach to start and complete construction projects which will have a positive economic impact to the City by providing more construction and maintenance jobs.

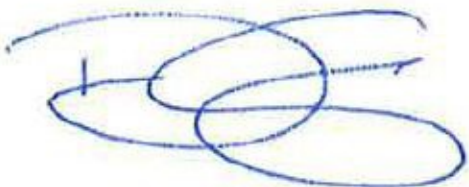
ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Tara L. Gee, Park Planning & Development Superintendent

Dion Louthan, Parks, Recreation & Libraries Director

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

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-402

Pre-quals Questionnaire and Ratings

Pre-quals Notice to Contractors

RESOLUTION NO. 18-402

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 2019 calendar year; and

WHEREAS, these projects include:

- 1) Pistachio Regional Park (F-56 Joint High School Park Site);
- 2) F-97 Pocket Park;
- 3) Richard and Pauline Roccucci Park (W-51);
- 4) RG Phillips Park (F-52);
- 5) F-101 Pocket Park;
- 6) Harry Crabb Park;
- 7) Central Park;
- 8) F-54 Denio Family Park; and
- 9) Long field sports complex.

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 Director of Parks 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 Acting 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 _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PRE-QUALIFICATION OF CONTRACTORS SEEKING TO BID ON PUBLIC WORKS PROJECTS:

*The 1999 State Legislation and the
Model Forms Created by the
Department of Industrial Relations*



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INTRODUCTION AND OVERVIEW OF THE 1999 LAW AND ITS APPLICATION

I. IMPORTANT PROVISIONS OF THE 1999 LAW

In 1999, the Legislature enacted a law that allows many public agencies to require licensed contractors that wish to bid for public works jobs to “pre-qualify” for the right to bid on a specific public works project, or on public works project undertaken by a public agency during a specified period of time. Public Contract Code section 20101 has the relevant provisions; it was enacted as part of Assembly Bill 574.

The law applies to all cities, counties, and special districts but does not apply to K-12 school districts (which have similar authority to create pre-qualification procedures, described in Public Contract Code section 20111.5, which was enacted in 1997).¹

The law does not require any public agency to adopt a pre-qualification system. Instead, it authorizes every public agency to adopt a pre-qualification system, and describes certain requirements that must be met (described below), if a public agency chooses to adopt such a system.

In fact, the 1999 law allows a public agency to establish two different kinds of pre-qualification procedures for public works projects. The law allows a public agency to establish a pre-qualification procedure linked to a single project (Section 20101[d]). Or, the public agency may adopt a procedure by which a contractor may qualify to bid on projects which are put out for bid by that agency for a period of one year after the date of initial pre-qualification. (Section 20101[c]).

The law requires every public agency that creates either kind of pre-qualification procedure to:

(1) use a “standardized questionnaire and financial statement in a form specified by the public entity”(Section 20101[a]);

(2) adopt and apply a uniform system of rating bidders on objective criteria, on the basis of the completed questionnaires and financial statements (Section 20101[b]);

(3) create an appeal procedure, by which a contractor that is denied pre-qualification may seek a reversal of that determination. (Section 20101[d]).

II. ROLE OF THE DEPARTMENT OF INDUSTRIAL RELATIONS

AB 574 required the Department of Industrial Relations (DIR) to “develop model guidelines for rating bidders, and draft the standardized questionnaire.” It required DIR to “consult with affected public agencies, cities and counties, the construction industry, the surety industry, and other interested parties.”

¹ Community College Districts also have specific authority to carry out prequalification procedures, in Public Contract Code section 20651.5, enacted in 1998. Community College Districts may also be covered by AB 574, since they are not specifically exempted.

From January through October 2000, DIR held a series of meetings in Sacramento with representatives of public agencies and other interested parties. Each meeting was attended by more than 25 representatives of interested parties. All told, more than 60 people participated in at least one such meeting, and most representatives participated in more than one. Contractors, public agencies both large and small, and associations of each were well represented throughout the series of meetings. DIR's initial draft of a questionnaire was revised after each meeting, and each revised draft was discussed at the next meeting, leading to additional revisions. Eventually, there was widespread consensus that the model questionnaire provided in this package offers a system of rating bidders based on objective criteria, and a useful and appropriate series of questions.

In addition, DIR, in compliance with the 1999 legislation, created model guidelines for rating bidders. The model rating system also is included in this package.

III. AN OVERVIEW OF THE DOCUMENTS IN THIS PACKAGE

Included in this package are:

1. A model questionnaire to be sent to contractors. The questionnaire includes spaces for answers to be provided by the contractors, with the forms to be returned to the public agency.² As required by the legislation, the information provided to the public agency by the contractors, other than the names, addresses and contractor license numbers of the contractors applying – is to be kept confidential
2. A model scoring system, for rating the answers given by the contractors and by the references. Note: the documents provided here by DIR are designed to collect the information that a public agency will need to carry out a pre-qualification procedure, and the DIR has proposed a rating system. Each public agency, however, is free to devise its own “uniform system of rating prospective bidders . . . based on objective criteria.” That is, each public agency may determine its own scoring system and its own passing scores for different portions of the questionnaire and for the interviews.
3. A model series of questions to be used by representatives of the public agency when interviewing persons who are identified by contractors as their “references” – owners of projects that have been completed by each contractor in the recent past.
4. DIR's suggestions for procedures to be used for conducting the reference interviews.
5. Two alternative forms: model announcements of pre-qualification procedures. Each is a summary and explanation of the pre-qualification procedure, prepared primarily for licensed contractors, although available for the general public as well. There are two slightly different versions of this document: one explains the pre-qualification procedure linked to a single project,³

² The documents included in this package can be found at the Department of Industrial Relations web site, www.dir.ca.gov. Click on “Data bases.”

³ The explanation included in this document assumes that the prequalification procedure is taking place after the RFP or project announcement is published. A public agency may choose, instead, to have the prequalification

while the other explains the procedure of pre-qualification valid for a year and for more than one project.

6. A list of sources of information that may be used by a public agency to verify the accuracy of many of the answers given by the contractors to the questions on the questionnaire.⁴

IV. APPEAL PROCEDURE

Section 20101(d) requires every public agency that requires prospective bidders to prequalify pursuant to this law to establish “a process that will allow prospective bidders to dispute their proposed prequalification rating prior to the closing time for receipt of bids.” The appeal process must include written notification by the public agency of the basis for the prospective bidder’s disqualification “and any supporting evidence that has been received from others or adduced as a result of an investigation by the public entity.” (section 20101[d][1]). The prospective bidder must be given an opportunity to rebut any evidence used as a basis for disqualification and to present evidence to the public entity as to why the prospective bidder should be found qualified.” (section 20101[d][2]). The law does not describe the appeal procedure in any additional detail; each public agency is free to adopt its own procedures, as long as the statutory requirements are met. As an example, while Part I of the model questionnaire includes nine “Essential Requirements for Qualification,” a public agency may choose to allow contractors to appeal a disqualification based solely on an answer to a question in Part I.

DIR has devised two different schedules for appeal procedures. One schedule would be used in a system for prequalification for a single project. The sequence of steps in this appeal procedure are scheduled to allow for an appeal decision at least four business days prior to the submission for bids for the single project. The other schedule for an appeal is applicable to a system in which prospective bidders seek prequalification valid for one year, without a link to the bidding on a specific project. These two appeal sequences are described in the explanation to contractors (the two documents referred to in paragraph 5, above).

Each public agency should be certain that it distributes to licensed contractors only the description that is appropriate for the prequalification procedures that are in use.

There are a number of laws and court decisions that affect the nature of an appeal hearing provided by a public agency. Each public agency should consult its own attorneys for advice in this area.

procedure start and end prior to the solicitation of bids for the specific project. If that is the case, the public agency would have to modify the document offered here to explain the sequence of events.

⁴ **A CAUTIONARY NOTE:** The information that will be given to public agencies by contractors seeking pre-qualification is provided under oath, with the understanding that the intentional providing of false information is, in itself, grounds for disqualification. We expect that the information given should be and will be accepted at face value in most instances. Our list of sources of information available to the public is provided for use in the few instances in which a public agency reviewing the answers given in a questionnaire has specific reason to believe that one or more answers should be verified in this manner.

V. APPLICATION OF THE PUBLIC RECORDS ACT

AB 574 provides that "The questionnaires and financial statements shall not be public records and shall not be open to public inspection; however, records of the names of contractors applying for prequalification status shall be public records subject to disclosure" under the Public Records Act. (Section 20101[a]). The model questionnaire forms provided by DIR indicate that the cover page of each questionnaire is a public record, and that all other pages of the questionnaire are not public records.

VI. WHAT ARE THE LAW'S PROVISIONS REGARDING PREQUALIFICATION OF SUBCONTRACTORS?

Public agencies are not required to pre-qualify sub-contractors, nor are public agencies prohibited from doing so. Section 20101(f) says:

Nothing in this section shall preclude the awarding agency from prequalifying or disqualifying a subcontractor. The disqualification by an awarding agency does not disqualify an otherwise prequalified [general] contractor.

MODEL PRE-QUALIFICATION QUESTIONNAIRE

A LIST OF THE SCORABLE QUESTIONS AND THE SCORING INSTRUCTIONS

A LIST OF THE SCORABLE QUESTIONS AND THE SCORING INSTRUCTIONS

The scorable questions arise in three different areas:

- (I) History of the business and organizational performance;
- (II) Compliance with occupational safety and health laws, workers' compensation and other labor legislation; and
- (III) Completion of recent projects and quality of performance.

The interview questions (interviews by the public agency of project managers on projects completed recently by the contractor) are included in group III. In a pre-qualification procedure for a single project, this last category would also include a scoring of the number of recently completed projects that are similar to the project on which pre-qualification is at issue. However, scoring linked to the similarity of past projects would **probably not be possible or useful** if the public agency as part of a procedure to pre-qualify contractors for an extended period.

Note: Not all questions in the questionnaire are scorable; some questions simply ask for information about the contractor firm's structure, officers and history. This document includes only those questions that are "scorable." The question numbers in this document are the numbers used in the questionnaire. Thus, the questions included here begin with question number 6, and there are a few breaks in the numerical sequence.

The Scores Needed for Prequalification

To prequalify, a contractor would be required to have a passing grade within each of the three large categories referred to above.

For Section I, "History of the business and organizational performance," DIR recommends use of a passing score of **57** on this portion of the questionnaire (of a maximum score of 76 on this portion of the questionnaire).

For Section II, Compliance with occupational safety and health laws, workers' compensation and other labor legislation DIR recommends use of a passing score of **38** on this portion of the questionnaire (of a maximum score of 53 points on this portion of the questionnaire).

Section III, Completion of recent projects and quality of performance, includes a series of interview questions, and may also include questions about recently completed (public or private) construction projects. For the interview questions, DIR recommends that a public agency interview project managers for the owners of two completed projects. DIR recommends a scoring system that would allow a maximum score of 120 points for each interview. For these questions, DIR recommends qualification for a contractor whose score on each of two interviews is 72 points or more; a denial of pre-qualification

for a contractor whose score on either interview is less than 55 points; and an additional interview with another reference if the score resulting from one interview is between 55 points and 72 points.

DIR makes no recommendation about how to score a contractor's answers about recently completed past projects. Because of the wide range of projects that a public agency may be planning, and the similarly wide range in the skills, abilities, and experience that a public agency will consider most important for a pending project, it is impossible to propose a useful model scoring system to apply to the answers given about a contractor's completed projects.

Questions about History of the Business and Organizational Performance
(16 questions)

1. How many years has your organization been in business in California as a contractor under your present business name and license number? _____ years.

3 years or more = 2 points
4 years = 3 points 5 years = 4 pts.
6 years or more = 5 points

2. Is your firm currently the debtor in a bankruptcy case?
☐ Yes ☐ No

“No” = 3 points “Yes” = 0 points

3. Was your firm in bankruptcy 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

“No” = 3 points “Yes” = 0 points

4. 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

No = 5 points Yes = 0 points

5. 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

No projects with liquidated damages of more than \$50,000, or one project with liquidated damages = 5 points.

Two projects with liquidated damages of more than \$50,000 = 3 points

Any other answer: no points

6. 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

No = 5 points Yes = 0 points

7. 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

No = 5 points Yes = 0 points

* * * * *

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.

8. 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 the firm's average gross revenue for the last three years was less than \$50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating 1 such instance.

3 points for "Yes" indicating 2 such instances.

0 points for "Yes" if more than 2 such instances.

If your firm's average gross revenue for the last three years was more than \$50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating 1, 2, or 3 such instances.

3 points for "Yes" indicating either 4 or 5 such instances.

0 points for "Yes" if more than 5 such instances.

9. 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 your firm's average gross revenues for the last three years was less than \$50 million scoring is as follows:

5 points for either "No" or "Yes" indicating 1 such instance.

3 points for "Yes" indicating 2 such instances.

0 points for "Yes" if more than 2 such instances.

If your firm's average gross revenues for the last three years was more than \$50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating 1, 2, or 3 such instances.

3 points for "Yes" indicating either 4 or 5 such instances.

0 points for "Yes" if more than 5 such instances.

10. 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

***5 points for either "No" or "Yes" indicating 1 such claim.
3 points for "Yes" indicating no more than 2 such claims
Subtract five points for "Yes" if more than 2 such claims***

11. 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

***5 points for either "No" or "Yes" indicating 1 such instance.
3 points for "Yes" indicating 2 such instances.
0 points for "Yes" or if more than 2 such instances.***

12. 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

No = 5 points Yes = subtract 5 points

13. 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

No = 5 points Yes = subtract 5 points

14. 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

No = 5 points Yes = subtract 5 points

15. 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.

_____ %

*5 points if the rate is no more than one per cent
3 points if the rate was no higher than 1.10 per cent.
0 points for any other answer.*

16. During the last five years, has your firm ever been denied bond credit 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

No = 5 points Yes = 0 points

**Questions about compliance with safety, workers compensation,
prevailing wage and apprenticeship laws.**
(11 questions)

1. 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 the firm’s average gross revenues for the last three years was less than \$50 million, scoring is as follows:

*5 points for either “No” or “Yes” indicating 1 such instance.
3 points for “Yes” indicating 2 such instances.
0 points for “Yes” if more than 2 such instances.*

If the firm’s average gross revenues for the last three years was more than \$50 million, scoring is as follows:

*5 points for either “No” or “Yes” indicating 1, 2, or 3 such instances.
3 points for “Yes” indicating either 4 or 5 such instances.
0 points for “Yes” if more than 5 such instances.*

2. 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 appropriate appeals Board has not yet ruled on your appeal, you need not include information about it.

☐ Yes ☐ No

If yes, attach a separate signed page describing each citation.

If the firm's average gross revenues for the last three years was less than \$50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating 1 such instance.

3 points for "Yes" indicating 2 such instances.

0 points for "Yes" or if more than 2 such instances.

If the firm's average gross revenues for the last three years was more than \$50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating 1, 2, or 3 such instances.

3 points for "Yes" indicating either 4 or 5 such instances.

0 points for "Yes" if more than 5 such instances.

3. 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 the firm's average gross revenues for the last three years was less than \$50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating 1 such instance.

3 points for "Yes" indicating 2 such instances.

0 points for "Yes" or if more than 2 such instances.

If the firm's average gross revenues for the last three years was more than \$50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating 1, 2, or 3 such instances.

3 points for "Yes" indicating either 4 or 5 such instances.

0 points for "Yes" if more than 5 such instances.

4. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

*3 points for an answer of once each week or more often.
0 points for any other answer*

5. 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.

NOTE: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier.

5 points for three-year average EMR of .95 or less

3 points for three-year average of EMR of more than .95 but no more than 1.00

0 points for any other EMR

6. 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

5 points for either "No" or "Yes" indicating 1 such instance.

0 points for any other answer.

7. Has there been more than one occasion during the last five years on 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?

☐ Yes ☐ No

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.

If your firm's average gross revenues for the last three years was less than \$50 million, scoring is as follows:

5 points for either "No," or "Yes" indicating either 1 or 2 such instance.

3 points for "Yes" indicating 3 such instances.

0 points for "Yes" and more than 3 such instances.

If your firm's average gross revenues for the last three years was more than \$50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating no more than 4 such instances.

3 points for "Yes" indicating either 5 or 6 such instances.

0 points for "Yes" and more than 6 such instances.

8. During the last five years, has there been more than one occasion on 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 your firm's average gross revenues for the last three years was less than \$50 million, scoring is as follows:

5 points for either "No," or "Yes" indicating either 1 or 2 such instance.

3 points for "Yes" indicating 3 such instances.

0 points for "Yes" and more than 3 such instances.

If your firm's average gross revenues for the last three years was more than \$50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating no more than 4 such instances.

3 points for "Yes" indicating either 5 or 6 such instances.

0 points for "Yes" and more than 6 such instances.

9. Provide the **name, address and telephone number** of the apprenticeship program sponsor(s) (approved by the California Division of Apprenticeship Standards) that will provide apprentices to your company for use on any public work project for which you are awarded a contract by *[Public Entity]*.
-
-

***5 points if at least one approved apprenticeship program is listed.
0 points for any other answer.***

10. 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.

5 points if one or more persons completed an approved apprenticeship while employed by your firm.

0 points if no persons completed an approved apprenticeship while employed by your firm.

11. 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).

If your firm's average gross revenues for the last three years was less than \$50 million, scoring is as follows:

5 points for either "No," or "Yes" indicating either 1 or 2 such instance.

3 points for "Yes" indicating 3 such instances.

0 points for "Yes" and more than 3 such instances.

If your firm's average gross revenues for the last three years was more than \$50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating no more than 4 such instances.

3 points for "Yes" indicating either 5 or 6 such instances.

0 points for "Yes" and more than 6 such instances.

Pre-Qualifications Experience Ratings

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 rehabilitation projects would not be considered a new park and recreation project. These can be applied as part of the three (3) largest completed projects in addition to the six (6) required. This applies to general, landscape and subcontractors. Use separate sheets of paper that contain the following information:

___ Public Park (10 pts per park) ___ School/Institution (5pts per) ___ Private (2 pts per)

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: _____

On Budget (10 pts per)

On Time (10 pts per)

Total Possible Points (255 points) Plus Interviews (Total 120) = 375

Questions concerning recent construction projects completed:
(one question, plus 11 interview questions)

The following question to be scored only where a public agency is undertaking a pre-qualification procedure valid for a single project only.

1. Contractor shall provide information about its six most recently completed public works projects and its three largest completed private projects within the last three years.¹⁰ Names and references must be current and verifiable. Use separate sheets of paper that contain all of the following information:

Project Name: _____

Location: _____

Owner: _____

Owner Contact (name and current phone number):

Architect or Engineer: _____

Architect or Engineer Contact (name and current phone number):

Construction Manager (name and current phone number):

Description of Project, Scope of Work Performed:

Total Value of Construction (including change orders): _____

Original Scheduled Completion Date: _____

Time Extensions Granted (number of days): _____

Actual Date of Completion: _____

* * * * *

¹⁰ If you wish, you may, using the same format, also provide information about other projects that you have completed that are similar to the project(s) for which you expect to bid.

Scoring of previous projects completed:

For pre-qualification for a single project that may require specific skills and capabilities, public agencies may choose to score contractors for the number of similar projects completed, and the degree of similarity between past projects and the planned project. DIR has not suggested any scoring for this aspect of the pre-qualification process, because of the numerous possible variations in both the type of project to be built and the points of similarity between the pending project and past projects that may be significant to the public agency.

MODEL INTERVIEW QUESTIONS

MODEL INTERVIEW QUESTIONS

The following questions will be used to interview randomly selected contacts from at least two completed projects. [Public Entity] will conduct the interviews. No action on the contractor's part is necessary. These questions are included on the package given to the contractor for information only.

The highest possible score is 120 Points. A score less than 55 points disqualifies a contractor from bidding on projects that are proposed by [Public Entity]. A score of between 56 and 72 indicates *the Public Entity* should conduct an interview of another contact, that is, a manager of another completed project. A score of 72 or higher on each of two interviews is sufficient for pre-qualification.

First, please give a brief description of the project.

1. Are there any outstanding stop notices, liens, or claims by the contractor that are currently unresolved on contracts for which notices of completion were recorded more than 120 days ago? (1 point for each is deducted from overall score; maximum amount to be deducted is 5 points)
2. On a scale of 1-10, with 10 being the best, did the contractor provide adequate personnel? (Max. 10 points)
3. On a scale of 1-10, with 10 being the best, did the contractor provide adequate supervision? (Max. 10 points)
4. On a scale of 1-10, with 10 being the best, was there adequate equipment provided on the job? (Max. 10 points)
5. On a scale of 1-10, with 10 being the best, was the contractor timely in providing reports and other paperwork, including change order paperwork and scheduling updates? (Max. 10 points)
6. On a scale of 1-10, with 10 being the best, did the contractor adhere to the project schedule that your [agency] [business] approved? (Max. 10 points)
7. Was the project completed on time? (10 points if the answer is "Yes").
Or, if the answer is "no," on a scale of 1-10, with 10 being the best, to what extent was the contractor responsible for the delay in completion?
8. On a scale of 1-10, with 10 being the best, rate the contractor on the timely submission of reasonable cost and time estimates to perform change order work. (Max. 10 points)

9. On a scale of 1-10, with 10 being the best, rate the contractor on how well the contractor performed the work after a change order was issued, and how well the contractor integrated the change order work into the existing work. (Max. 10 points).
10. On a scale of 1-10, with 10 being the best, rate how has the contractor been performing in the area of turning in Operation & Maintenance manuals, completing as-built drawings, providing required training and taking care of warranty items? (Max. 10 points)
11. On a scale of 1-10, with 10 being the best, rate the contractor on whether there were an unusually high number of claims, given the nature of the project, or unusual difficulty in resolving them. (Max. 10 points)
12. On a scale of 1-10, with 10 being the highest, rate the contractor with respect to timely payments by the contractor to either subcontractors or suppliers. (If the person being interviewed knows of no such difficulties, the score on this question should be "10.")
13. On a scale of 1-10, with 10 being the best, how would you rate the quality of the work overall? (Max. 10 points)

**INSTRUCTIONS FOR PUBLIC
AGENCIES RE:
INTERVIEW QUESTIONS**

INSTRUCTIONS FOR PUBLIC AGENCIES

Re: Interview Questions

The following is meant to assist the public agency to conduct the interviews of the managers of projects previously completed (that is, the people who supervised the projects for the project owners) by the contractor wishing to pre-qualify. The interview questions allow qualitative review of work performance for contractors who choose to bid and pre-qualify for public works contracts. The interview questions will be used to examine randomly selected contacts from at least two completed past projects.

In each question, the person being interviewed is asked to rate a certain aspect of contractor's performance, using a scale of 1 to 10. The highest possible score is 120 points. A score of less than 55 points disqualifies the contractor from bidding on projects that are proposed by the public agency. A score of **72 points or more** on each interview is sufficient for a contractor to qualify on this portion of the prequalification process. If the scores resulting from an interview are between 55 and 72, the public agency should conduct another interview to collect additional information.

It is possible that the score given to any interview answer may be challenged in an appeal. For that reason, be sure to: (a) ask the person being interviewed for specific information or details, to explain or substantiate the numerical answer given; and (b) take written notes of the information provided.

Selection of the Interviewer:

- (a) The public agency should select an individual who is at least moderately well informed about public works construction.
- (b) The individual should be unbiased during the interview; this is to ensure accurate implementation of the interview questions.
- (c) The individual should not use examples or deviate from the questions unless the project manager is unclear and prompts further explanation. The interviewer should offer additional explanation of the questions only if he/she is sure of the intent of the question in the interview.

Locating the respondent to interview:

- (a) The interviewer should attempt to contact a project manager of a past project for the interview. The interviewer should be aware that for one interview to be completed, there may be a need to interview multiple individuals. That is, the interviewer may have to contact multiple individuals, such as the project manager concerning the building process, and a financial manager for warranty items, assessed liens, and the like.
- (b) Once reached, the interviewer should review the information contained in the questionnaire of the past project with the project manager. That is, review who is being interviewed and why (purposes of pre-qualifying for public works), the past project type, completion date, and other pertinent information to ensure that the project manager is sure of the project he/she is asked to review.

Interview Length:

- (a) The interview should take 8-12 minutes, under normal circumstances.
- (b) The interviewer, when contacting the project manager, should convey the expected time which it takes to conduct the interview. This is to ensure the individual is not discouraged from taking part in the interview

Conducting the interviews:

- (a) The interview should examine at least two separate past projects listed in the questionnaire.
- (b) After the interview is scored, the interviewer should compare the interview score with the same contractor's score on the written questionnaire. If the ratings (overall scores) are far apart, the interviewer should conduct at least one/two more interviews to determine how past performance should be weighted.
- (c) While conducting the interview, the interviewer should be consistent with the way the questions are presented. That is, if the interviewer changes the way questions are presented during the review, it could potentially change the way the respondent answers the questions and jeopardize the overall scoring.

**REQUEST FOR
PRE-QUALIFICATION OF
BIDDERS COMMENCING
WITH FORTHCOMING
PUBLIC WORK BID**

**REQUEST FOR PRE-QUALIFICATION OF BIDDERS COMMENCING
WITH FORTHCOMING PUBLIC WORK BID**

[Pre-qualification procedure begun at the same time as RFP]

Notice is hereby given that [Public Entity] has determined that all bidders on [Name of specific project] to be undertaken by the [Public Entity] must be pre-qualified prior to submitting a bid on that project. It is mandatory that all Contractors who intend to submit a bid, fully complete the pre-qualification questionnaire, provide all materials requested herein, and be approved by [Public Entity] to be on the final qualified Bidders list. No bid will be accepted from a Contractor that has failed to comply with these requirements. If two or more business entities submit a bid as part of a Joint Venture, or expect to submit a bid as part of a Joint Venture, each entity within the Joint Venture must be separately qualified to bid. The last date to submit a fully completed questionnaire is mm/dd/yy. [35 days prior to the bid closing date]. Contractors are encouraged to submit pre-qualification packages as soon as possible, so that they may be notified of omissions of information to be remedied or of their pre-qualification status well in advance of the bid advertisement for this project.

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. [Public Entity] will use these documents as the basis of rating Contractors in respect to the size and scope of contracts upon which each Contractor is qualified to bid. [Public Entity] reserves the right to check other sources available. [Public Entity's] decision will be based on objective evaluation criteria.

[Public Entity] reserves the right to adjust, increase, limit, suspend or rescind the pre-qualification rating based on subsequently learned information. Contractors whose rating changes sufficient to disqualify them will be notified, and given an opportunity for a hearing consistent with the hearing procedures described below for appealing a pre-qualification rating.

While it is the intent of the pre-qualification questionnaire and documents required therewith to assist [Public Entity] in determining bidder responsibility prior to bid and to aid [Public Entity] in selecting the lowest responsible bidder, neither the fact of pre-qualification, nor any pre-qualification rating, will preclude [Public Entity] 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.

The pre-qualification packages should be submitted under seal and marked "CONFIDENTIAL" to _____ [address].

The pre-qualification packages (questionnaire answers and financial statements) submitted by Contractors are not public records and are not open to public inspection. All information provided will be kept confidential to the extent permitted by law. However, the contents may be disclosed to third parties for purpose 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 records subject to disclosure, and the first page of the questionnaire will be used for that purpose.

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 [Public Entity] and provide updated accurate information in writing, under penalty of perjury.

[Public Entity] 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 public works project.

Contractors may submit pre-qualification packages during regular working hours on any day that the offices of *Public Entity* are open. Contractors who submit a complete pre-qualification package will be notified of their qualification status no later than ten business days after submission of the information.

[Public Entity] may refuse to grant pre-qualification where the requested information and materials are not provided, or not provided by mm/dd/yy [date specified in first paragraph – 35 days before bid closing] There is no appeal from a refusal for an incomplete or late application, but re-application for a later project is permitted. The closing time for bids will not be changed in order to accommodate supplementation of incomplete submissions, or late submissions.

Where a timely and completed application results in a rating below that necessary to pre-qualify, an appeal can be made. An appeal is begun by the Contractor delivering notice to [Public Entity] of its appeal of the decision with respect to its pre-qualification rating, no later than ten business days prior to the closing time for the receipt of bids for this public works project. Without a timely appeal, the Contractor waives any and all rights to challenge the decision of [Public Entity], 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 five business days after *Public Entity's* receipt of the notice of appeal, and no later than five business days prior to the last date for the receipt of bids on the project. The hearing shall be an informal process conducted by a panel to whom the [governing body of *Public Entity*] has delegated responsibility to hear such appeals (the "Appeals Panel"). At or prior to the hearing, the Contractor will be advised of the basis for [Public Entity's] pre-qualification determination. The Contractor will be given the opportunity to present information and present reasons in opposition to the rating. Within one day after the conclusion of the hearing, the Appeals Panel will render its decision. It is the intention of [Public Entity] that the date for the submission and opening of bids will not be delayed or postponed to allow for completion of an appeal process.

Note: A contractor may be found not pre-qualified for bidding on a specific public works contract to be let by *Public Entity*, or on all contracts to be let by *Public Entity* until the contractor meets *Public Entity's* requirements. In addition, a contractor may be found not pre-qualified for either:

- (1) Omission of requested information or

(2) Falsification of information

* * * * *

NOTICE: To contractors who are using subcontractors for this job, please be advised that *Public Entity* **may** require, as to subcontractors, one of the following:

- ☐ The qualification of subcontractors in the following crafts or trades, following acceptance of your bid, but before the award is made:

- ☐ Pre-qualification of all subcontractors.
- ☐ Pre-qualification of subcontractors in certain crafts.
- ☐ Post-bid qualification review.

**ANNOUNCEMENT OF
PRE-QUALIFICATION
PROCEDURES AND OPEN
DATES FOR ANNUAL
PRE-QUALIFICATION**

ANNOUNCEMENT OF PRE-QUALIFICATION PROCECURES AND OPEN DATES FOR ANNUAL PRE-QUALIFICATION

Notice is hereby given that on _____, 2000, the _____ [Public Entity] determined that all bidders on public works to be undertaken by the [Public Entity] must be pre-qualified prior to submitting bids for public works. It is mandatory that all Licensed Contractors who intend to submit bids fully complete the pre-qualification questionnaire, provide all materials requested herein, and be approved by [Public Entity] to be on the final Bidders list. No bid will be accepted from a Contractor that has failed to comply with these requirements. If two or more business entities submit a bid on a project as a Joint Venture, or expect to submit a bid as part of a Joint Venture, each entity within the Joint Venture must be separately qualified to bid.

Pre-qualification applications may be submitted four times each year: (1) from January 1 through January 10; (2) from April 1 through April 10; (3) from July 1 through July 10; and (4) from October 1 through October 10. Contractors who submit a complete pre-qualification package will be notified by first class mail of their qualification status, such notice to be mailed no later than fifteen business days after submission of the information.

Answers to questions contained in the attached questionnaire, information about current bonding capacity on an aggregate and per project limit, notarized statement from surety, and the most recent reviewed or audited financial statements, with accompanying notes and supplemental information, are required. [Public Entity] will use these documents as the basis of rating Contractors in respect to the size and scope of contracts upon which each Contractor is qualified to bid. [Public Entity] reserves the right to check other sources available. [Public Entity's] decision will be based on objective evaluation criteria.

Pre-qualification approval will remain valid for one (1) calendar year from the date of notice of qualification, except that [Public Entity] reserves the right during that calendar year to adjust, increase, limit, suspend or rescind the pre-qualification ratings based on subsequently learned information and after giving notice of the proposed action to the Contractor and an opportunity for a hearing consistent with the hearing procedures described below for appealing a pre-qualification determination.

While it is the intent of the pre-qualification questionnaire and documents required therewith to assist [Public Entity] in determining bidder responsibility prior to the submission of bids and to aid [Public Entity] in selecting the lowest responsible bidder, neither the fact of pre-qualification, nor any pre-qualification rating, will preclude [Public Entity] from a post-bid consideration and determination on a specific project of whether a bidder has the quality, fitness, capacity and experience to satisfactorily perform the proposed work, and has demonstrated the requisite trustworthiness. Contractors are encouraged to submit pre-qualification packages as soon as possible, so that they may be notified of pre-qualification status well in advance of upcoming projects.

The pre-qualification packages should be submitted under seal and marked "CONFIDENTIAL" to _____ [address].

The pre-qualification packages (questionnaire answers and financial statements) submitted by Contractors are not public records and are not open to public inspection. All information provided will be kept confidential to the extent permitted by law, although the contents may be disclosed to third parties for the purpose of verification, investigation of substantial allegations, and in the process of an appeal hearing. State law requires that the names of contractors applying for pre-qualification status shall be public records subject to disclosure, and the first page of the questionnaire will be used for that purpose.

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 [Public Entity] and provide updated accurate information in writing, under penalty of perjury.

[Public Entity] 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 future public works project.

A contractor who has submitted a completed application form, and who receives a rating of "not qualified" from [Public Entity] may appeal that determination. There is no appeal from a finding that a contractor is not pre-qualified because of a failure to submit required information, but re-application during one of the designated time periods is permitted. A contractor may appeal [Public Entity's] decision with respect to its request for pre-qualification, and request a hearing, by giving notice to [Public Entity] no later than ten business days after receipt of notice of its qualification status. Unless a Contractor files a timely appeal, the Contractor waives any and all rights to challenge the qualification decision of [Public Entity], 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 business days after *Public Entity's* receipt of its Notice of Appeal. The hearing so provided shall be an informal process conducted by a panel to whom the [governing body of Public Entity] has delegated responsibility to hear such appeals (the "Appeals Panel"). At or prior to the hearing, the Contractor will be advised of the basis for [Public Entity's] pre-qualification determination. The Contractor will be given the opportunity to present information and present reasons in opposition to the pre-qualification determination. At the conclusion of the hearing or no later than one day after completion of the hearing, the Appeals Panel will render its decision. The date for submission and opening of bids for a specific project will not be delayed or postponed to allow for completion of an appeal process.

Note: A contractor may be found not pre-qualified for bidding on a specific public works contract to be let by *Public Agency*, or on all contracts to be let by *Public Agency* until the contractor meets *Public Agency's* requirements. In addition, a contractor may be found not pre-qualified for either:

- (1) Omission of requested information or
- (2) Falsification of information

* * * * *

NOTICE: To contractors who are using subcontractors for this job, please be advised that *Public Entity* may require, as to subcontractors, one of the following:

- ☐ The qualification of subcontractors in the following crafts or trades, following acceptance of your bid, but before the award is made:

- ☐ Pre-qualification of all subcontractors.
- ☐ Pre-qualification of subcontractors in certain crafts.
- ☐ Post-bid qualification review.

SOURCES FOR VERIFICATION OF INFORMATION GIVEN BY CONTRACTORS

SOURCES FOR VERIFICATION OF INFORMATION GIVEN BY CONTRACTORS

A CAUTIONARY NOTE: *The information that will be given to public agencies by contractors seeking pre-qualification is provided under oath, with the understanding that the intentional providing of false information is, in itself, grounds for disqualification. We expect that the information given should be and will be accepted at face value. The following information is provided for use in the few instances in which a public agency reviewing the answers given in a questionnaire has specific reason to believe that one or more answers should be verified by reference to publicly available information.*

Information about a contractor's license(s) **(Questionnaire Part I, question 6, and Part II, questions 6 and 9-13)**

Names and addresses of licensed contractors, information about the type of license(s) issued and the dates when licenses were issued (and certain other information), are available from the Contractors' State Licensing Board (CSLB), 9821 Business Park Drive, Sacramento, CA 95827. Telephone number 800-321-2752. The CSLB web site for public information is: www.CSLB.ca.gov.

Information about workers' compensation insurance **(Part I, question 3 and Part II, questions 32-33)**

Every workers' compensation insurance carrier issues to each of its insured businesses a Certificate of Insurance. The contractor should be willing to provide a copy upon request.

Each contractor's Experience Modification Rate for the year should be stated in a letter to the contractor from the contractor's workers' compensation insurance carrier.

Some large companies are legally self-insured for workers' compensation, with the consent and authorization of the Department of Industrial Relations. The names of companies that are legally self-insured are available from the Department's Office of Self-Insurance Plans, Workers' Compensation, 2265 Watt Avenue, Suite 1, Sacramento, CA 95825; (916) 483-3392.

The names of each business's current and recent workers' compensation insurance carriers are available from the Workers' Compensation Insurance Reporting Bureau (WCIRB), 575 Market Street, San Francisco, telephone (415) 777-0777. WCIRB is not a public agency but it provides information to the public. It will provide the names of the current and recent workers' compensation insurance carriers of every employer in California, in response to a written request, for a fee of \$8 for every year for which you seek information.

**Information about whether surety insurance carriers
are “admitted” to do business in California
(Part I, question 5)**

The California Department of Insurance will verify whether an insurance carrier is “admitted” to issue insurance policies within the State. The Department has a “Hot-Line” number – 800-927-4357, and a web-site from which the information is available: www.insurance.ca.gov

**Information on disqualification from bidding on public contracts
(Part I, question 8 and Part II, question 15)**

Information on the identities of contractors that have been disqualified from bidding on public works contracts is available from the California Labor Commissioner, Division of Labor Standards Enforcement, 455 Golden Gate Avenue, San Francisco, telephone (415) 703-4810.

**Information available from the Secretary of State about corporations
(Part II, questions 1a-1d, 2-4)**

The California Secretary of State has certain current and historical information about all corporations that operate in California: dates of incorporation, articles of incorporation, the name of the original incorporators, the names of the corporate officers (who are not necessarily the corporate stockholders) and an agent for service of process for the corporation. This information is available from the Secretary of State upon written request. (Secretary of State, Business Programs Division, 1500 Eleventh Street, Sacramento, CA 95814. Telephone (916) 653-2121 or 653-1239). The Secretary of State does not ordinarily have a listing of the names of initial stockholders or current stockholders, and that information is generally not available in any public record.

**Information available from County Clerks about
partnerships and sole proprietorships
(Part I, questions 1a-1d, 2-4)**

Every business, including a partnership, that operates under a “fictitious name” (for example, “Ajax Sheet Metal Contractors” or “Smith Brothers Electrical Contractors”) is required to file with the County Clerk in the county in which its home office is located a “Fictitious Business Name” statement. This statement will indicate the owner of the business, if the business is a sole proprietorship, and the names of partners, if the business is a partnership. The information is available to the public from the County Clerk upon request. A written request may be necessary.

Information about bankruptcy proceedings
(Part II, questions 7 and 8)

Bankruptcy petitions, which include the names of the person or business that is seeking protection from the Bankruptcy Court, are available for public inspection at the office of the Clerk of each Bankruptcy Court (which are federal courts). In California, Bankruptcy Courts are located in Sacramento, Modesto, Fresno, San Francisco, Oakland, San Jose, Los Angeles, Santa Ana, Riverside, and San Diego. Most documents filed in court in bankruptcy proceedings are available for public inspection, at the Bankruptcy Court clerk's office. Some information on bankruptcy filings may also be available from commercial enterprises that collect and sell information from public records). In addition some information about bankruptcy cases filed August 1990 and later is available on-line through the "PACER" (Public Access to Court Electronic Records) system. To obtain information from PACER, you must register with the system, and pay a fee for the materials obtained. Call 1-800-676-6856 or you may register online at <http://pacer.psc.uscourts.gov/>.

Information about civil suits and arbitration cases
(Part II, questions 14, 17 and 18)

Each court keeps records of every civil suit filed in that court, and of the judgments that are issued after trials. However, the exact terms of pre-trial settlements are generally not recorded in court files. Documents related to disputes submitted to arbitration are generally not available for public inspection. Public agencies, however, are required to disclose the terms of such settlements, when documents are requested under the California Public Records Act.

Information about criminal convictions
(Part I, question 9, and Part II, questions 21, 22, and 23)

Criminal convictions are a matter of public record. Each courthouse (in both the federal and state court systems) has an index of its own criminal records. In addition, a few data collection businesses have collected criminal conviction information from public records throughout the state, and the collected information about particular individuals or businesses is available for sale from these private businesses.

Information about Federal court civil and criminal cases
(Part I, question 9)

Information about federal criminal cases (filed August 1991 and later) and civil cases (filed August 1990 and later) is available on-line through the "PACER" (Public Access to Court Electronic Records) system. To obtain information from PACER, you must register with the system, and pay a fee for the materials obtained. Call 1-800-676-6856) or you may register online at <http://pacer.psc.uscourts.gov/>.

**Information about citations issued for violation of
industrial safety and health laws**
(Part II, questions 28 and 29)

Information about citations issued by both the federal Occupational Safety and Health Administration and the California Division of Occupational Safety and Health (Cal OSHA) are available on a web-site maintained by federal OSHA, <http://www.osha.gov>. At that web site, click on "Library." On the Library page, click on "Statistics and Inspection Data." Next, click on "Establishment Search." When the next screen appears, enter the name of the contractor about whom you seek information in the "Establishment" window. In the "Process" window, enter the number 999999. Click on California in the "State" window. In the "Inspection Date" window, enter "1990." Then click the submit button.

Information about prevailing wage law violations
(Part II, question 34)

Information about recent prevailing wage law violations is available from the Division of Labor Standards Enforcement, at 2424 Arden Way, Suite 360, Sacramento, CA 95825. A model letter asking for such information is enclosed.

**Citations from either Air Quality or Water Quality Board
for violations of regulations**
(Part II, question 30)

Information about citations issued by the California Air Resources Board is available from that agency under the Public Records Act. Their address is 2020 L Street, Sacramento, CA 95814, or Post Office Box 2815, Sacramento, 95812. In addition, Regional Air Quality Management Districts and Regional Water Quality Control Boards throughout the state may issue citations for violation of air quality or water quality standards. Consult the appropriate board in your area for information about how to gather appropriate information.

**Information about state-approved apprenticeship plans
and violations of state apprenticeship laws**
(Part II, questions 36-38)

Information about violations of state apprenticeship laws can be obtained from the Division of Apprenticeship Standards, 455 Golden Gate Avenue, 8th Floor, Post Office Box 420603, San Francisco, CA 94142.



Parks, Recreation & Libraries

316 Vernon Street, Suite 400

Roseville, CA 95678

October 4, 2018 DRAFT

NOTICE: Pre-Qualification for Construction of Specified Park & Recreation Facilities

To Whom It May Concern:

General Information

Roseville is an incorporated city with a population of over 137,000 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) Pistachio Regional Park (F-56 Joint High School Park Site), located off of High School Road and West Park Drive in West Roseville. Phase one improvement are targeted to begin in Spring 2019. This will be pending available funding for maintenance offsets.
- 2) F-97 Pocket Park, located off of North Hayden Parkway in the Fiddymment Farm area of West Roseville This is a 1.5 acre pocket park to be constructed by Signature Homes. Maintenance funding is provided for through the West Roseville Community Facilities District for Service.
- 3) Richard and Pauline Roccucci Park (W-51), located off of Symphony Way in West Roseville. This is a 5 acre park site. Maintenance funding is provided through the West Roseville Community Facilities District for Service.
- 4) RG Phillips Park (F-52). Located off of Old Coach near Fiddymment Road. This is a 6 acre site. Maintenance funding is provided through the West Roseville Community Facilities District for Service.
- 5) F-101 Pocket Park, located just north of North Hayden Parkway in the Fiddymment Farm area of West Roseville This is a 1.5 acre pocket park to be constructed by Signature Homes. Maintenance funding is provided for through the West Roseville Community Facilities District for Service.
- 6) Harry Crabb Park, located off of Secret Ravine at Scarborough in the Stoneridge area. Depending on General Fund offsets for maintenance, the park or a portion thereof, may be constructed.
- 7) Central Park, located off of Pleasant Grove Boulevard at Highland Drive in the Highland Reserve North area. Depending on General Fund offsets for maintenance, the park or a portion thereof, may be constructed.
- 8) F-54 Denio Family Park, located off of Fiddymment in the West Roseville area. Depending on General Fund offsets for maintenance, the park or a portion thereof, may be constructed.
- 9) Long field sports complex, located in the West Roseville area. Depending on General Fund offsets for maintenance, the park or a portion thereof, may be bid or constructed.

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 Contractors and Subcontractors of identified trades 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. Please note the following:

- The process includes three parts. Contractors and Subcontractors must qualify for all items noted in Part I including financial solvency, and receive a minimum rating score in each of the following:
 - o Organizational Structure, History
 - o Safety
 - o Park Experience within the last three (3) years
 - o Interview with Past Project Contacts (Randomly chosen)
- A letter from the bond surety is the only exception item for potential Subcontractors.
- 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 and subcontractors must register with the Department of Industrial Relations (DIR) in order to work on public works projects. Contractors and subcontractors 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.

Subcontractors

A process change has been added to this year's pre-qualification process. Due to the average percentage of work performed on a typical park and recreation project, the following trades will be required to pre-qualify. It is the City's goal to pre-qualify multiple contractors for each trade in order to ensure competitive pricing. General contractors are encouraged to inform subcontracting partners to pre-qualify.

- Concrete
- Electrical
- Landscaping/Irrigation
- Grading & Underground
- General Buildings

Trades not listed above will not be required to be pre-qualified.

Subcontractors performing less than .5% of the construction project are not required to pre-qualify. If two or more business entities submit a bid as part of a Joint Venture, or expect to submit a bid as part of a Joint Venture, each entity within the Joint Venture must be separately qualified to bid.

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 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 or Subcontractor is 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 or Subcontractor 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 or subcontractor 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 or subcontractor 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.

Submittal Due Date and Address

The last date to submit a pre-qualification package is 5:00 p.m., **November 26, 2018.**

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. 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 311 Vernon Street, 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 Council 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 Superintendent

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 #: 9530

File #: 0214

Title: California Senate Bill-1 State of Good Repair Funds for Transit Fleet Preventive Maintenance

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

Meeting Date: 10/3/2018

Item #: 6.11.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager or his designee to submit a request for scheduled allocation of FY2018-19 Senate Bill 1 (SB-1) State of Good Repair (SGR) grant funds to use in the scheduled preventive maintenance of 14 Roseville Transit Local Fixed Route buses.

BACKGROUND

SB-1, the Road Repair and Accountability Act of 2017, is legislation designed to address the budget shortfall for maintenance of existing transportation infrastructure within the state. As part of the legislation, the SGR program was established to fund eligible transit maintenance, rehabilitation and capital project activities that maintain the public transit system in a state of good repair. Among the types of eligible projects is the maintenance of transit fleet vehicles.

As in FY 2017-18, we are proposing to use FY 2018-19 SGR funds for the regularly scheduled preventive maintenance of 14 Roseville Transit Local Fixed Route buses. Adoption of the proposed resolution is required because SB-1 requires local agencies to annually submit a proposed project list to Caltrans.

FISCAL IMPACT

California SGR funds will cover a portion of the total cost for the maintenance of 14 Roseville Transit Local Fixed Route buses in FY2018-19. The current budget for this activity is \$387,444.00. SGR funds will cover \$159,253.00 of the cost, with the remainder \$228,191.00 paid from the Transit Fund's Transportation Development Act (TDA) resources.

Proposition 6 on the November 6, 2018 ballot, if approved, would repeal SB-1 and eliminate the SGR program. We are not yet sure if that would affect the disbursement of FY 2018-19 SGR funds. If so, the balance of funds needed for fixed route maintenance in FY 2018-19 (and in future

years) would come from TDA resources that would otherwise have been used for other transportation purposes such as bikeway development or road maintenance. Whether or not Proposition 6 is approved, no General Fund money will be used for this project.

ECONOMIC DEVELOPMENT / JOBS CREATED

Federal guidelines suggest that there is one job created for every \$92,000.00 in direct government spending. Based on that figure, SGR funds committed to this project will support 1.73 jobs.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Elizabeth Haydu, Financial Analyst

Rhon Herndon, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-400

Project List

Authorized Agent Form

Certifications and Assurances

RESOLUTION NO. 18-400

APPROVING THE SB-1 STATE OF GOOD REPAIR PROJECT LIST FOR FY2018-19 AND
AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT A REQUEST
FOR SCHEDULED ALLOCATION OF \$159,253.00 IN SB-1 STATE OF GOOD REPAIR
GRANT FUNDS AND TO EXECUTE THE RELATED GRANT
APPLICATIONS, FORMS AND AGREEMENTS

WHEREAS, Senate Bill 1 (SB-1), the Road Repair and Accountability Act of 2017,
establishing the State of Good Repair (SGR) program to fund eligible transit maintenance,
rehabilitation and capital project activities that maintain the public transit system in a state of
good repair; and

WHEREAS, SGR funds are allocated by the Placer County Transportation Planning
Agency; and

WHEREAS, Roseville's share of SGR funds for fiscal year 2018-19 is \$159,253.00; and

WHEREAS, these funds will be used in the preventative maintenance of Roseville
Transit Local Fixed Route bus fleet; and

WHEREAS, in order to qualify for these funds, the City is required to submit a proposed
project list to California Department of Transportation (Caltrans) via City Council resolution on
an annual basis; and

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Roseville
hereby approves SB-1 State of Good Repair Project List for FY2018-19; and

BE IT FURTHER RESOLVED that the City Manager or his designee is hereby
authorized to submit a request for Scheduled Allocation of \$159,253.00 in SB-1 State of Good
Repair Funds and to execute the related grant applications, forms and agreements.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:



Public Works
Alternative Transportation
316 Vernon Street, Suite 150
Roseville, California 95678-2600

SB1 State of Good Repair (SGR) Project List - FY2018/19

1. **Project Title:** **Roseville Transit Local Fixed Route Fleet Preventive Maintenance**
2. **Project Description:** Performance of regularly scheduled maintenance of 14 fixed route buses to prevent breakdowns and carry out necessary repairs to maintain vehicle safety and performance.
3. **Project Schedule:** July 1, 2018 - June 30, 2019

City of Roseville
Alternative Transportation
316 Vernon Street
Suite 150
Roseville, CA 95678
4. **Project Location:**
5. **Project Cost:** \$387,444
6. **Estimated Useful Life** Not Applicable

The Roseville Transit fleet preventive maintenance program improves vehicle safety, reduces the number of unscheduled breakdown incidents, increases fleet availability, and maximizes vehicle life.
7. **Projected Benefit Outcome:**

<i>City of Roseville</i> <i>Roseville Transit Fleet Preventive Maintenance</i>	Source of Funds
State Funds: SB1 - SGR Allocation (PUC 99313)	\$ 146,479
State Funds: SB1 - SGR Allocation (PUC 99314)	\$ 12,774
Local Funds:	\$ 228,191
State Funds:	\$ -
Federal Funds:	\$ -
Project Total	\$ 387,444

(rev.09/10/18)

Division of Rail and Mass Transportation**State Transit Assistance State of Good Repair Program****Authorized Agent Form**

Authorized Agent

The following individual(s) are hereby authorized to execute for and on behalf of the named Regional Entity/Transit Operator, and to take any actions necessary for the purpose of obtaining State Transit Assistance State of Good Repair funds provided by the California Department of Transportation, Division of Rail and Mass Transportation. This form is valid at the beginning of Fiscal Year 2018-2019 until the end of the State of Good Repair Program. If there is a change in the authorized agent, the project sponsor must submit a new form. This form is required even when the authorized agent is the executive authority himself.

Michael Dour, Alternative Transportation Manager OR
(Name and Title of Authorized Agent)

Rhon Herndon, Public Works Director OR
(Name and Title of Authorized Agent)

(Name and Title of Authorized Agent)

AS THE City Manager
(Chief Executive Officer / Director / President / Secretary)

OF THE City of Roseville
(Name of County/City Organization)

Dominick Casey
(Print Name)

City Manager
(Title)

(Signature)

Approved this _____ day of _____, 20____

State Transit Assistance State of Good Repair Program

Recipient Certifications and Assurances

Recipient: City of Roseville

Effective Date: _____.

In order to receive State of Good Repair Program (SGR) funds from the California Department of Transportation (Department), recipients must agree to following terms and conditions:

A. General

- (1) The recipient agrees to abide by the State of Good Repair Guidelines as may be updated from time to time.
- (2) The potential recipient must submit to the Department a State of Good Repair Program Project List annually, listing all projects proposed to be funded by the SGR program. The project list should include the estimated SGR share assigned to each project along with the total estimated cost of each project.
- (3) The recipient must submit a signed Authorized Agent form designating the representative who can submit documents on behalf of the recipient and a copy of the board resolution authorizing the agent.

B. Project Administration

- (1) The recipient certifies that required environmental documentation will be completed prior to expending SGR funds. The recipient assures that each project approved for SGR funding comply with Public Resources Code § 21100 and § 21150.
- (2) The recipient certifies that SGR funds will be used for transit purposes and SGR funded projects will be completed and remain in operation for the estimated useful lives of the assets or improvements.
- (3) The recipient certifies that it has the legal, financial, and technical capacity to deliver the projects, including the safety and security aspects of each project.

- (4) The recipient certifies that there is no pending litigation, dispute, or negative audit findings related to any SGR project at the time an SGR project is submitted in the annual list.
- (5) Recipient agrees to notify the Department immediately if litigation is filed or disputes arise after submission of the annual project list and to notify the Department of any negative audit findings related to any project using SGR funds.
- (6) The recipient must maintain satisfactory continuing control over the use of project equipment and/or facilities and will adequately maintain project equipment and/or facilities for the estimated useful life of each project.
- (7) Any and all interest the recipient earns on SGR funds must be reported to the Department and may only be used on approved SGR projects or returned to the Department.
- (8) The recipient must notify the Department of any proposed changes to an approved project list by submitting an amended project list.
- (9) Funds will be expended in a timely manner.

C. Reporting

- (1) Per Public Utilities Code § 99312.1 (e) and (f), the recipient must submit the following SGR reports:
 - a. Annual Expenditure Reports within six months of the close of the fiscal year (by December 31st) of each year.
 - b. The annual audit required under the Transportation Development Act (TDA), to verify receipt and appropriate expenditure of SGR funds. A copy of the audit report must be submitted to the Department within six months of the close of each fiscal year in which SGR funds have been received or expended.

D. Cost Principles

- (1) The recipient agrees to comply with Title 2 of the Code of Federal Regulations Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- (2) The recipient agrees, and will assure that its contractors and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual project cost items and (b) those parties shall

comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

- (3) Any project cost for which the recipient has received payment that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, are subject to repayment by the recipient to the State of California (State). Should the recipient fail to reimburse moneys due to the State within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, the State is authorized to intercept and withhold future payments due the recipient from the State or any third-party source, including but not limited to, the State Treasurer and the State Controller.

E. Record Retention

- (1) The recipient agrees, and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred project costs and matching funds by line item for the project. The accounting system of the recipient, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of the recipient, its contractors and subcontractors connected with SGR funding shall be maintained for a minimum of three (3) years from the date of final payment and shall be held open to inspection, copying, and audit by representatives of the State and the California State Auditor. Copies thereof will be furnished by the recipient, its contractors, and subcontractors upon receipt of any request made by the State or its agents. In conducting an audit of the costs claimed, the State will rely to the maximum extent possible on any prior audit of the recipient pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the recipient's external and internal auditors may be relied upon and used by the State when planning and conducting additional audits.
- (2) For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of the recipient's contracts with third parties pursuant to Government Code § 8546.7, the recipient, its contractors and subcontractors and the Department shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire project period and for three (3) years from the date of final payment. The State, the California State Auditor, or any duly authorized representative of the State, shall each have access to any books, records, and documents that are pertinent to a

project for audits, examinations, excerpts, and transactions, and the recipient shall furnish copies thereof if requested.

- (3) The recipient, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

F. Special Situations

- (1) Recipient acknowledges that if a project list is not submitted timely, the recipient forfeits its apportionment for that fiscal year.
- (2) Recipients with delinquent expenditure reports may risk future eligibility for future SGR funding.
- (3) Recipient acknowledges that the Department shall have the right to perform an audit and/or request detailed project information of the recipient's SGR funded projects at the Department's discretion from SGR award through 3 years after the completion and final billing of any SGR funded project. Recipient agrees to provide any requested project information.

I certify all of these conditions will be met.

CITY OF ROSEVILLE

BY:

Michael Dour, Alternative Transportation Manager
Public Works/Alternative Transportation Division

ATTACHMENT I

(INSERT Agency Board Resolution approving this document)



COUNCIL COMMUNICATION

CC #: 9546

File #: 0401-02-02-1

Title: Fire Station No. 1 Relocation Project - Notice of Completion

Contact: Stefanie Kemen 916-746-1300 skemen@roseville.ca.us

Meeting Date: 10/3/2018

Item #: 6.12.

RECOMMENDATION TO COUNCIL

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

BACKGROUND

The Design-Assist Construction Contract for the Fire Station No. 1 Relocation Project was awarded to Carter-Kelly, Inc. at the February 15, 2017 City Council meeting. The project constructed a new Fire Station No. 1 at the intersection of Oak Street with Lincoln Street, as outlined in The Downtown Specific Plan adopted by the City Council in April 2009, which allowed the former fire station location along Dry Creek to be vacated by the fire department and re-purposed.

The Building Department approved a temporary final occupancy and Fire Station No. 1 opened for business on May 25, 2018. The Building Permit final occupancy inspection was signed by the Building Department on June 14, 2018, after final city department sign off by the Planning Department, Engineering Division, Roseville Electric, Water Division, Sewer Division, Fire Department, and Solid Waste Department.

The work has been completed in accordance with the project's plans and specifications, and is now ready for acceptance. In accordance with the specifications and the Warranty Bond, the contractor shall guarantee the installation of the improvements for a period of twelve months from the date of Final Completion (June 14, 2018).

FISCAL IMPACT

The project was awarded at the February 15, 2017 council meeting for \$6,066,415 with a construction contingency (change order authority) of 5% (\$303,320). The final contract amount is \$6,354,359 (\$287,944 contingency dollars spent). The increase in construction cost can be primarily attributed to unforeseeable difficulty in unsuitable site conditions discovered during

excavation for on-site utilities and retaining wall footings, clarification of necessary operational requirements for the Fire Department (requiring increases to the radio communications tower), and unforeseen changes to available underground utilities (PG&E abandoned their gas line that served the property requiring a new gas line be installed in Linda Drive to the fire station site).

The project was funded through an inter-fund loan from the Strategic Improvement Fund to the Fire Facilities Tax Fund, Fire Facilities Tax Funds, and Local Transportation Funds. No General Funds were used for this project.

ECONOMIC DEVELOPMENT / JOBS CREATED

Federal guidelines suggest that there is one job created for every \$92,000.00 in direct government spending. Based on that figure, this project's construction created 69 jobs.

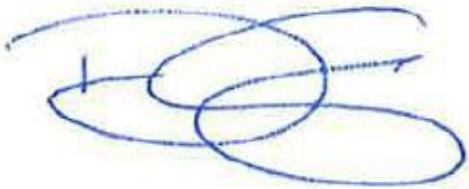
ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Stefanie Kemen, Associate Engineer

Rhon Herndon, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-411

Notice of Completion

Exhibit A - Project Location Map

RESOLUTION NO. 18-411

ACCEPTING THE PUBLIC WORK KNOWN AS THE FIRE STATION NO. 1 RELOCATION PROJECT, APPROVING THE “NOTICE OF COMPLETION”, AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE

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

1. The “Notice of Completion” on file in the City Clerk’s Department relative to that public work known as the Fire Station No. 1 Relocation Project, has been approved and the public work accepted.
2. The Public Works Director is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2018, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

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

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work known as Fire Station No. 1 Relocation Project was completed and accepted by the City of Roseville on 10/3/2018. The location is indicated on the attached map, marked as Exhibit "A" and incorporated herein by this reference.

The general contractor on said project was Carter-Kelly, Inc.

The surety on said project was Travelers Casualty and Surety Company of America.

ATTEST:

Rhon L. Herndon
Public Works Director
City of Roseville

Sonia Orozco, City Clerk

State of California)
County of Placer)

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

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

Rhon L. Herndon
Public Works Director
City of Roseville

State of California)
County of Placer)

Subscribed and sworn to (or affirmed) before me on this ____ day of _____, 2018, by Rhon L. Herndon proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

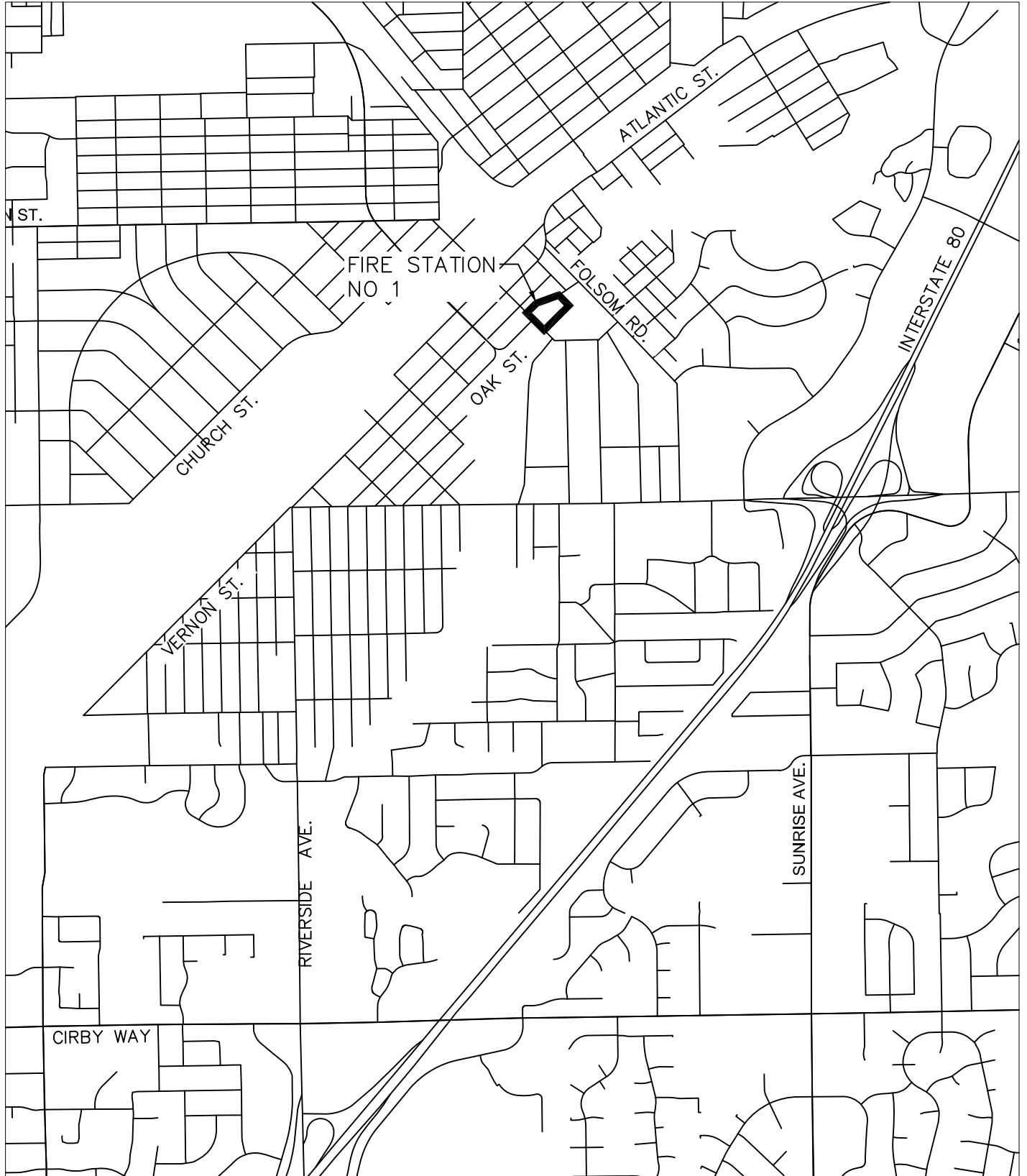
Notary Public in and for said County and State

EXHIBIT "A"

LOCATION MAP FIRE STATION NO. 1 RELOCATION PROJECT



— PROJECT LOCATION





COUNCIL COMMUNICATION

CC #: 9547

File #: 0214 & 0721-03

Title: Mobility Management Program - Grant Authorization
Contact: Elizabeth Haydu 916-746-1302 ehaydu@roseville.ca.us

Meeting Date: 10/3/2018

Item #: 6.13.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution authorizing the City Manager or his designee to execute Caltrans Standard Agreement #64AM18-00749 for the use of Federal Transit Administration (FTA) Federal Fiscal Year (FFY) 2016/17 Section 5310 grant funds for a one-year term from November 16, 2018 to November 15, 2019, and for the City Manager or his designee execute all related forms and agreements.

BACKGROUND

The FTA Section 5310 grant program administered by Caltrans provides funding for services for enhanced mobility of seniors and individuals with disabilities. The purpose of the South Placer Regional Mobility Training Program is to equip individuals with the experience and information they need to travel independently using transit services. Under contract with Paratransit, Inc., the Mobility Training Program is operated by the City on behalf of the Western Placer Consolidated Transportation Services Agency (WPCTSA) and provides services to customers of Placer County Transit, Auburn Transit and Roseville Transit.

The City has an existing agreement with Caltrans for cycle FFY13/14 Section 5310 grant funds for the Mobility Training Program that ends November 15, 2019. The City was recently awarded \$135,000.00 in Cycle FFY2016/17 FTA Section 5310 grant funds to continue the Mobility Training Program through September 2020. Although the agreement identifies the total funding of \$135,000 available for two years, Caltrans requires that the grant agreement be for a one-year term only, with an expiration date of November 15, 2019. Upon demonstration of success in meeting grant deadlines and project objectives by the City, the agreement will be eligible for an amendment to extend the term for one additional year to 2020 to utilize the remaining grant funds for the Mobility Training Program.

FISCAL IMPACT

The Mobility Training Program is funded by FTA Section 5310 grant funds and is supplemented in part by Transportation Development Act (TDA) funds provided by the WPCTSA. No General

Fund monies are used for this program.

ECONOMIC DEVELOPMENT / JOBS CREATED

Based on Federal guidelines there is one job created for every \$92,000.00 in direct government spending. Using this guideline these funds could generate up to 1.5 jobs.

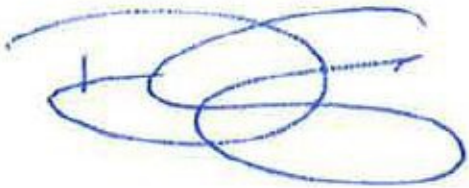
ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The FTA Section 5310 Mobility Management Program does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Elizabeth Haydu, Financial Analyst

Rhon Herndon, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-412

Caltrans Standard Agreement Number 64AM18-00749

RESOLUTION NO. 18-412

APPROVING CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS)
STANDARD AGREEMENT AND AUTHORIZING THE CITY MANAGER OR HIS
DESIGNEE TO SUBMIT A FEDERAL TRANSPORTATION ADMINISTRATION (FTA)
SECTION 5310 GRANT APPLICATION AND EXECUTE ALL
RELATED FORMS AND AGREEMENTS

WHEREAS, Caltrans manages the Enhanced Mobility of Seniors and Individuals with Disabilities Program, also known as the Mobility Management Program; and

WHEREAS, this program offers FTA Section 5310 grant funds for local programs that provide mobility management services to seniors and persons with disabilities; and

WHEREAS, the City has an existing agreement with Caltrans for the Mobility Training Program that ends November 15, 2018; and

WHEREAS, the City was recently awarded \$135,000.00 in FTA Section 5310 grant funds to continue the program through September 2019 through Standard Agreement #64AM18-00749; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the City Manager or his designee is hereby authorized to execute Standard Agreement #64AM18-00749 for the funding of the Mobility Management Plan as well as any related forms and agreements;

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME: CALIFORNIA DEPARTMENT OF TRANSPORTATION DIVISION OF RAIL & MASS TRANSPORTATION

CONTRACTOR'S NAME: **City of Roseville**

2. The term of this Agreement is:

FROM: **Nov 16, 2018** TO: **Nov 15, 2019**

3. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A - Project Summary and Scope of Work

Exhibit B - Project Management and Payment Provisions

Exhibit C - General Terms and Conditions

Exhibit D - Special Terms and Conditions

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		For Department of Transportation Use only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) City of Roseville		
BY (Authorized Signature in Blue Ink) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING Michael Dour, Alternative Transportation Manager		
ADDRESS Roseville, Roseville, CA 95678		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Transportation, Division of Rail and Mass Transportation		
BY (Authorized Signature in Blue Ink) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING Mark J. Barry, Chief, 5310 Elderly Specialized Transit Branch		
ADDRESS 1120 N Street MS-39, Sacramento, CA 95814		

Item	Chapter	Statute	Appr Category	Fund Title	Fund	CFDA	Program
2660-102-0890(2)	23	2016	17102F	Federal Trust	0890	20-513	Section 5310 Exp

Current Encumbrance	\$135,000
Prior Encumbrance	0.00
Total Encumbrance	\$135,000

Unit	Project ID	Phase	Object	Amount	State FY
3742	0017000186	S	049	\$135,000	16/17

SIGNATURE OF ACCOUNTING OFFICE (Authorized Signature in Blue Ink) 	DATE SIGNED
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ADA Notice

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

EXHIBIT A
PROJECT SUMMARY AND SCOPE OF WORK

Funding Program: Section 5310 Exp

Project Type: CA

Hours when PROJECT shall operate: Start: 8:00 am End: 4:45 pm

Days/Dates when PROJECT shall operate: Monday - Friday

Location where Service shall be offered: South Placer County

Detailed Description of Work:

Mobility Management funding for a regional Mobility Training Program to provide professional level instructional service and supports to persons with disabilities, seniors and other individuals who need assistance to use transportation independently. The UZA for this project is SACOG.

Contract Projects:

ALI Code	Project Description	Federal Share \$	Local Share \$	Toll Credits	Total Cost		
117L00 - Mobility Management		\$135,000	0.00	\$0	\$135,000	80%	20%

Contract Schedules:

Project Schedule:		Construction/RE Acquisition:	Procurement Schedule:
Performance Start	11/16/2018	Enviro CEQA/NEPA	Bid Package to Caltrans
Performance End	11/15/2019	Design (PS&E)	Issue RFP/IFB
Last Date to Amend	10/15/2019	Right of Way	Award Contract/PO
Agreement Expires		Construction	Final Delivery/Install
Final Invoice Due	12/15/2019		

Caltrans Project Contact:

Contact Name	Email Address	Phone Number
Ian Knutilla	ian.knutilla@dot.ca.gov	(916) 654-5301
Jackie Fleck	jackie.fleck@dot.ca.gov	(916) 654-9979

EXHIBIT B
PROJECT MANAGEMENT AND PAYMENT PROVISIONS

1. The California Department of Transportation (hereafter called the STATE) is the sole State agency authorized to evaluate and submit to the Federal Transit Administration (hereafter called FTA) grant requests from eligible program subrecipients for eligible program purposes. The FTA receives its authority from Chapter 53 of Title 49 of the United States Codes (USC). The STATE participates in a number of federal programs, which include the following programs, which are identified in 49 USC Chapter 53.
 - A. FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities (5310 Program). The 5310 Program is discretionary, providing grant funding for the provision of transportation services meeting the special needs of seniors and/or persons with disabilities, for whom mass transportation services are otherwise unavailable, insufficient, or inappropriate. Eligible applicants are private nonprofit corporations, private for-profit corporations and public agencies. Applications are scored and prioritized for funding. FTA Circular 9070.1G "Enhanced Mobility of Seniors and Individuals with Disabilities Program Guidance and Application Instructions", dated July 7, 2014, (5310 Circular) and any later revision thereto, applies to any PROJECT funded by the 5310 Program.
 - B. FTA Section 5311 Formula Grants for Rural Areas (5311 Program). The 5311 Program funds projects in rural areas for the purposes of planning, public transportation capital projects, operating costs, job access reverse commute projects, and the acquisition of public transportation service. Available funds are determined based on an FTA formula that includes population and transit service miles. Eligible subrecipients may include states and local governmental authorities, nonprofit organizations, tribal governments, and operators of public transportation or intercity bus service that receive FTA grant funds indirectly through a recipient. Intercity bus projects are funded from a subprogram of the 5311 Program. The 5311(f) Subprogram is discretionary, with applications scored and prioritized for funding. Private for-profit operators of transit services or intercity bus services may participate in the 5311(f) Subprogram as third-party contractors for recipients or as subrecipients. FTA Circular 9040.1G "Formula Grants for Rural Areas: Program Guidance and Application Instructions", dated October 24, 2014, (5311 Circular) and any later revision thereto applies to any PROJECT funded by the 5311 Program or the 5311(f) Subprogram. Unless stated otherwise in this Agreement, any reference herein to the 5311 Program applies to the 5311(f) Subprogram.
 - C. FTA Section 5339 Bus and Bus Facilities Program (5339 Program). The purpose of the 5339 Program is to fund to eligible agencies the purchase of capital bus and bus-related projects that support the continuation and expansion of public transportation services. Funding is discretionary and applications are scored to determine funding priority. Eligible subrecipients include public agencies or private nonprofit organizations engaged in public transportation, including those providing services open to a segment of the general public, as defined by age, disability, or low income. FTA Circular 5100.1 "Bus and Bus Facilities Formula Program: Guidance and Application Instructions, dated May 18, 2015, (5339 Circular) and any later revision thereto applies to any PROJECT funded by the 5339 Program.
2. This Agreement is subject to the Fixing America's Surface Transportation Act (FAST Act) (Federal Transportation Funding Law) (<https://www.transit.dot.gov/FAST>).
3. This Agreement is governed by numerous policies and guidance documents issued by the United States Department of Transportation (USDOT) and FTA, which includes:
 - A. USDOT Master Agreement (23), dated October 1, 2016, (USDOT Master Agreement) and any later revision thereto.
 - B. FTA Circular 4220.1F, "Third-Party Contracting Guidance," November 1, 2008, (Third-Party Contracting Circular) and any later revision thereto.

- C. FTA Circular 4702.1B "Title VI Requirements and Guidelines for Federal Transit Administration Recipients", dated October 1, 2012, (Title VI Circular) and any later revision thereto.
 - D. FTA Circular 5010.1D, "Grant Management Requirements" dated November 1, 2008, and revised August 27, 2012, (Grant Management Circular) and any later revision thereto.
 - E. FTA Project and Construction Management Guidelines, as updated July 2011, (Project and Construction Management Guidelines), an advisory handbook published by USDOT.
 - F. Fiscal Year 2017 Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements, as published December 20, 2016.
4. This Agreement is governed by the Caltrans State Management Plan (SMP), dated February 6, 2015, which is available at the Department of Transportation, Division of Rail and Mass Transportation's website (<http://www.dot.ca.gov/rail/docs/smp.update.2015.pdf>). If this PROJECT is funded from the 5339 Program, it is instead governed by State Management Plan FTA Section 5339 Program, dated July 2016, which is available at <http://www.dot.ca.gov/hq/MassTrans/Docs-Pdfs/5339/5339.smp.final.2016-07-29.pdf>.
 5. The CONTRACTOR has been designated by the STATE as an eligible applicant under 49 USC Chapter 53 Section 5310, 5311, or 5339. The CONTRACTOR is proposing transportation services (hereafter called the PROJECT) that are eligible for assistance under the applicable Section of 49 USC Chapter 53.
 6. The CONTRACTOR's application for a grant under 49 USC Chapter 53 has been certified to the FTA by the STATE as having met all the statutory and administrative requirements for PROJECT approval. The purpose of this Agreement is to implement the approved PROJECT.
 7. The CONTRACTOR agrees to provide transportation services that meet the specific requirements and intent of the applicable Program described in 49 USC Chapter 53, which is providing the funding for this PROJECT and with the CONTRACTOR's application for federal assistance, which is on file with the STATE.
 8. The CONTRACTOR agrees to complete the defined PROJECT described in the grant application, which adopts all of the terms and conditions of this Agreement.
 9. The CONTRACTOR assures and certifies that private for-profit transit operators have been afforded a fair and timely opportunity to participate to the maximum extent feasible in the planning and provision of the proposed transportation services.
 10. Transportation services under this Agreement shall be provided for a minimum of 20 hours per week.
 11. It is the parties' intention that grant funds will be available for timely expenditure, commencing with the State fiscal year when this Agreement is executed. In the event that funds are not appropriated for the purpose of this Agreement in an amount sufficient to allow the encumbrance of grant funds in accordance with this paragraph, the parties agree that this Agreement will terminate at the end of the fiscal year for which funds have been encumbered. The CONTRACTOR's obligations under this Agreement shall remain in effect until the PROJECT is completed under the terms of this Agreement. Upon closeout of this Agreement, any unreimbursed funds will revert as described in Exhibit B and no further invoices shall be paid to CONTRACTOR.
 12. Any 5311 Program funds, exclusive of 5311(f) Program funds, awarded for PROJECT cannot be carried over more than one (1) year by the CONTRACTOR.
 13. Invoices may be submitted no more frequently than once per month for the PROJECT.

14. The full PROJECT invoice, showing both Federal Share and Local Share, shall be submitted by CONTRACTOR to the STATE for review and approval prior to payment. The STATE verifies PROJECT costs and payments made to ensure that funding shares are reported accurately for the Federal Financial Report (SF-425) that the STATE must file pursuant to the award of federal grants.
15. Invoices shall meet all the requirements of this Agreement, be itemized in a manner consistent with the budget for PROJECT found in the PROJECT application, and be submitted through the STATE's BlackCat Grants system. Appropriate backup documentation to support all PROJECT costs to be reimbursed shall be included. Appropriate documents may include, but are not limited to, purchase orders, signed invoices for materials, supplies and equipment, and for travel describing the purpose of travel as it pertains to the PROJECT, classifications of employees performing PROJECT work, hourly rates, and identification of work to be reimbursed for the payment period, indirect costs (only if permitted by the STATE under Exhibit B), and subcontractor costs itemized similarly to those of the CONTRACTOR. CONTRACTOR's certification that goods or services purchased have been received and accepted shall accompany the invoice. Proof of payment made to the vendor or a copy of the method of payment must be submitted by the CONTRACTOR. Proof of payment includes bank statements or cancelled checks showing check number and "Paid in Full" or CONTRACTOR accounting records showing the transaction.
16. The CONTRACTOR's invoices and the vendor's invoices shall be consistent internally and with any purchase order applicable to the PROJECT and shall include a breakdown of equipment unit costs, sales tax, registration fees, and any other items procured with said purchase orders, including items and costs not reimbursable under this PROJECT and any items not subject to sales tax. The latter includes "items and materials when used to modify a vehicle for physically handicapped persons", which are exempt from sales tax under Revenue and Taxation Code Section 6369.4.
17. Only work performed or goods or services received that fall on or between the Performance Period dates in Exhibit A are eligible for reimbursement. Invoices shall show dates of work, services or receipt of goods.
18. Eligibility for reimbursement of costs for the PROJECT shall be determined as follows.
 - A. For Public Agencies and Commercial Organizations, the net PROJECT cost and allowable individual items of PROJECT cost shall be determined in conformance with Code of Federal Regulations (CFR) 48, Federal Acquisition Regulations (FAR) Chapter 1 Part 31 "Contract Cost Principles and Procedures", 2 CFR Part 225 (formerly Office of Management and Budgets (OMB) Circular A-87) "Cost Principles for State, Local, and Indian Tribal Governments", FAR Chapter 1 Subpart 31.2, "Contracts with Commercial Organizations," and other applicable regulations, circulars, or memoranda that may be issued by FTA.
 - B. For Non-Profit Agencies, the net PROJECT cost and eligibility of individual items of PROJECT cost shall be determined in conformance with CFR Part 48, FAR Chapter 1 Part 31, 2 CFR Part 230 (formerly OMB Circular A-122) "Cost Principles for Non-Profit Organizations", and other applicable regulations, circulars, or memoranda that may be issued by the FTA.
19. Direct and Indirect Costs.
 - A. The CONTRACTOR shall comply with 2 CFR Part 225 or 2 CFR Part 230, as applicable, and certifies that all direct costs (and indirect costs, if permitted by STATE) billed are allowable. All direct costs, even for PROJECT administration activities must be adequately supported with proper documentation.
 - B. For Public Agencies only in all programs besides the 5310 Program, indirect costs may approved for reimbursement at the discretion of the STATE and Program Manager. Indirect costs must be supported

by an approved Cost Allocation Plan (CAP) and/or Indirect Cost Rate Proposal (ICRP). The CONTRACTOR shall obtain approval of the CONTRACTOR's CAP from the STATE's Audits and Investigations Office prior to submitting any invoices for payment for the PROJECT. Indirect charges incurred prior to STATE's approval of the CAP or ICRP are not an allowable expense.

C. Under no circumstances are any indirect costs an allowable expense for a 5310 Program PROJECT.

20. Payment for services satisfactorily provided, work satisfactorily performed or goods received under this Agreement shall be made on a reimbursement basis and in arrears only for actual eligible costs.

21. Incomplete or disputed invoices shall be returned to CONTRACTOR, unpaid. Corrected invoices must be resubmitted to STATE prior to the payment of the invoice.

22. Upon STATE's review and acceptance of an undisputed invoice by the STATE, the STATE agrees to reimburse the CONTRACTOR for eligible costs. Reimbursement will be made at the rate of Federal Share percentage shown in Exhibit A, up to the total amount of Federal Share.

23. Final invoice shall be submitted to the STATE no later than ninety (90) days after the expiration of this Agreement. In no case, shall a final invoice be submitted after the date specified in Exhibit A.

24. Project Closeout.

A. For discretionary programs, such as 5310 Program, 5311(f) Subprogram and 5339 Program, any remaining balance/cost savings will be returned to STATE. For formula programs, such as 5311 Program (except for projects funded from 5311(f) Subprogram), CONTRACTOR agrees that once PROJECT is complete, any outstanding balance will be returned to the STATE for statewide redistribution or reallocation per FSTIP requirements, unless CONTRACTOR requests otherwise in writing at time of final invoice.

B. Upon successful completion of the PROJECT or upon termination by STATE, the parties shall determine the amount of compensation, if any, to be repaid by the CONTRACTOR to STATE in order to avoid any STATE liability to FTA due to payments erroneously made to the CONTRACTOR in excess of the total PROJECT amount eligible for Federal reimbursement.

25. The parties agree that only the following section(s) of Exhibit B that have a mark ("X") opposite to the transportation services category (hereafter called the PROJECT) shall apply to this Agreement.



A. Operating Assistance (5310)

1. Operating assistance costs eligible for reimbursement under this Agreement are costs directly related to system operations and may include fuel, oil, salaries and fringe benefits for drivers, dispatchers, maintenance employees, mechanics and administrative staff whose duties are directly related to this PROJECT, and licenses.
2. The CONTRACTOR's scope of work shall be as described in Exhibit A of this Agreement and the CONTRACTOR's application for federal assistance, which is on file with the STATE.
3. The CONTRACTOR's geographic area that will be served by the transportation program shall be as described in Exhibit A.
4. The PROJECT period for which transit operational expenses are eligible for reimbursement under this Agreement is the Performance Period as specified in Exhibit A.
5. If the PROJECT includes capital costs of contracting, allowable expenses may include depreciation and interest on facilities and equipment, as well as other capital costs such as preventive maintenance. Under the capital cost of contracting, only privately-owned assets are eligible. Any capital assets that have any remaining federal interest in them, or items purchased with state or local government assistance shall not be capitalized, nor shall costs incurred delivering services ineligible for FTA assistance, such as charter or school bus service. Detailed information regarding the capital cost of contracting is available in the 5310 Circular.



B. Capital Project (Vehicle/Equipment) (5310)

1. Maximum vehicle funding limits shall be set by the STATE and shall apply to non-profit and public agencies without prejudice. Purchase order requirements are further detailed in Exhibit D. The Federal Share for all vehicle procurements shall be as shown in Exhibit A.
2. The CONTRACTOR's scope of work shall be as described in Exhibit A and the CONTRACTOR's application for federal assistance, which is on file with the STATE.
3. The CONTRACTOR agrees to operate the equipment funded and made available through the PROJECT within the service area as described in Exhibit A.
4. This is a new PROJECT for equipment or new vehicles (not designated as "used" by Federal Trade Commission Agency 16 CFR Part 455.1(d)(2) as well as California Vehicle Code Section 100-680).
5. The STATE shall order Vehicles for all Non-Profit Agencies from a STATE-approved Contract.
6. Public Agencies may purchase Vehicles using any one of the following three methods.
 - a. CONTRACTOR may request that the STATE purchase the PROJECT vehicle on its behalf, in which case the provisions regarding deposit of Local Share in Paragraph 8 shall apply.
 - b. CONTRACTOR may purchase vehicles directly from a State-approved Contract.
 - c. CONTRACTOR may purchase vehicles through its own procurement procedures. Public Agencies that procure vehicles in this way must receive prior written authorization from the STATE.
7. Whenever a Public Agency chooses to procure its own vehicles, whether from a State-approved Contract or through its own procurement procedures, the following provisions are applicable.
 - a. CONTRACTOR shall obtain STATE's approval of the procurement prior to ordering a vehicle.
 - b. CONTRACTOR shall purchase vehicles in full from the vendor.
 - c. Reimbursement requests from the CONTRACTOR for the Federal Share will be accepted and paid after the vehicle delivery is accepted by the STATE.
 - d. Such requests shall be submitted to the STATE through its BlackCat Grants system.
 - e. Any such Vehicle procurement shall:
 - i. Be consistent with the approved bid award listed in Exhibit A, Scope of Work.
 - ii. Designate that the CONTRACTOR is to be the sole registered owner of any vehicles(s) acquired.
 - iii. Designate Caltrans Division of Rail and Mass Transportation as the lien holder on the Department of Motor Vehicles Certificate of Title.
 - iv. Include a reference to the STATE's contract number assigned to this Agreement.
8. The following provisions regarding Local Share apply to any CONTRACTOR, whether a Public Agency or a Non-Profit Agency, for whom the STATE is purchasing a Vehicle.
 - a. CONTRACTOR shall deposit the Local Share amount and any amount designated as Additional Local Share in Exhibit A into the designated Bank of America account, unless Transportation Credits (Toll Credits) have been authorized by the STATE. No further billing or payment is required of the CONTRACTOR.
 - b. The Bank of America deposit shall be made within 90 days after signing this Agreement. Detailed instructions for making this deposit will be provided to the CONTRACTOR by the STATE upon execution of this Agreement.

- c. PROJECT equipment shall not be procured by the STATE, on behalf of the CONTRACTOR, until the deposit of the CONTRACTOR's local match has been verified by the STATE.
 - d. In the event a balance due is owed to the CONTRACTOR for any unused portion of the local match, the CONTRACTOR shall request a refund from Caltrans in writing. Caltrans will initiate the refund process with Bank of America.
 - e. Per the 5310 Program Circular, the Local Share may be derived from Federal programs that are eligible to be expended for transportation, other than DOT programs, or from Department of Transportation (DOT) Federal Lands Highway Program.
9. The CONTRACTOR shall be responsible for 100% of all costs which exceed the approved Federal Share amount specified in Exhibit A. In no event shall the STATE be obligated to contribute STATE funds toward the cost of the PROJECT.
10. Bid Proposal Approval for Other Equipment. No award shall be made without written approval from the STATE prior to purchase. The CONTRACTOR shall submit the following documents for approval to the STATE in advance of the proposed award.
 - a. Solicitation document detailing the specifications of the PROJECT for purchase.
 - b. At least three (3) competitive like-kind bids using the same specifications indicated in the solicitation document.
 - c. A listing of all bids, proposals, or price quotations, which includes an analysis of all bids received detailing comparison information.
 - d. Disadvantaged Business Enterprise (DBE) Awards/Commitments form.
 - e. An explanation for the basis for selecting the proposed vendor(s) and for rejecting lower bids, if any. In the case of a single bid, sole source, or negotiated price contract, the CONTRACTOR shall include a statement certifying that the price is fair and reasonable and the justification for the single-bid determination per the Third-Party Contracting Circular.
11. Purchase of Other Equipment. After receiving written approval from the STATE, CONTRACTOR shall purchase approved PROJECT equipment within three months of Agreement execution, or, for purchasing on-board equipment, within three (3) months of Vehicle acceptance. If the equipment is not purchased within the designated timeframe, the CONTRACTOR may be subject to contract termination provisions described in Exhibit C. Upon receiving documentation outlined in Exhibit B and the Disadvantaged Business Enterprise (DBE) Actual Payment Form, the STATE will reimburse the CONTRACTOR the Federal Share in arrears.
12. Evidence of Insurance. Before delivery of the PROJECT vehicle(s) to the CONTRACTOR, the CONTRACTOR shall furnish to the STATE a certificate of insurance issued by a company licensed to write such insurance in California. Evidence of insurance shall also be provided to the STATE annually before the expiration date of the certificate. At any time that such evidence of insurance has not been provided, the STATE shall have the immediate right to take possession of the PROJECT equipment and to enter the property of the CONTRACTOR for this purpose.
13. The STATE holds a lien interest in the PROJECT until the end of the PROJECT's Useful Life as shown in Exhibit C is reached and the STATE has received and approved a request from the CONTRACTOR to release its interest in the PROJECT. The STATE's lien interest shall survive this Agreement and the CONTRACTOR shall be responsible for using the PROJECT in compliance with state, federal and applicable Program requirements stated herein, including reporting.

X

C. Mobility Management (5310)

1. The CONTRACTOR's Scope of Work is summarized in Exhibit A of this Agreement.
2. The CONTRACTOR agrees to complete the defined Mobility Management PROJECT described in the grant application, which is on file with the STATE and which is subject to all of the terms and conditions of this Agreement.
3. All Mobility Management projects require a Detailed Implementation Plan as a part of the project application. The Detailed Implementation Plan, as submitted, is hereby made a part of this PROJECT. The tasks described in the Detailed Implementation Plan shall be implemented by the CONTRACTOR pursuant to this Agreement at costs not to exceed the estimated cost specified in the Detailed Implementation Plan and in Exhibit A.
4. Invoices for all Mobility Management projects shall be itemized in accordance with the Detailed Implementation Plan and shall incorporate PROJECT progress, including dates of service, tasks partially or fully completed, and hours worked together with copies of the equipment vendor's invoices and the CONTRACTOR's purchase orders.



D. Transfer of Used Vehicle/Equipment (5310)

1. The STATE will evaluate potential transfer need for vehicle/equipment. The CONTRACTOR will submit an abbreviated Application containing the following information.
 - a. Project Description and Justification for Funding Request (Replacement or Expansion);
 - b. Proposed Service and Operating Plan (including map of service area);
 - c. Existing Transportation Services (current fleet);
 - d. Proposed Transportation Services; and
 - e. Signed Certifications and Assurances
2. The CONTRACTOR's abbreviated Application, as attached, is incorporated herein and is made part of this Agreement. In the event the CONTRACTOR's abbreviated Application is in conflict with any terms or conditions of this Agreement, this Agreement shall supersede the CONTRACTOR's abbreviated Application.
3. The CONTRACTOR agrees to perform the PROJECT to provide transportation services primarily to seniors and persons with disabilities, including their incidental baggage, and to persons accompanying the seniors or persons with disabilities in accordance with the terms and conditions of this Agreement and the CONTRACTOR's abbreviated Application for Federal assistance which is on file with the STATE and which is hereby expressly incorporated into this Agreement.
4. The CONTRACTOR shall use the PROJECT at all times exclusively and in conformity with the project description for as long as the equipment is needed for the PROJECT.
5. Vehicles may not be transferred without prior written approval from STATE.
6. The STATE holds a lien interest in the PROJECT until the end of the PROJECT's Useful Life as shown in Exhibit C is reached and the STATE has received and approved a request from the CONTRACTOR to release its interest in the PROJECT. The STATE's lien interest shall survive this Agreement and the CONTRACTOR shall be responsible for using the PROJECT in compliance with state, federal and applicable Program requirements stated herein, including reporting.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **Subrecipient.** For the purpose of this Agreement, the CONTRACTOR is the Subrecipient as referenced in the Federal Transportation Funding Law and the applicable Program Circular. As a Subrecipient of FTA funds the CONTRACTOR agrees to comply with the federal statutes, regulations, executive orders, directives and administrative requirements which relate to applications made to and grants received from FTA, including but not limited to, the USDOT FTA Master Agreement and the FTA Circular for the 5310 Program, the 5311 Program and/or the 5339 Program.
2. **Budget Contingency Clause.**
 - A. The CONTRACTOR agrees that it will provide funds in an amount sufficient, together with the grant, to assure payment of those actual total net PROJECT costs. The funds provided shall include sufficient funds from other eligible sources to provide the PROJECT local matching requirements in accordance with Federal Transportation Funding Law.
 - B. It is mutually agreed that if the State Budget Act or the Federal Transportation Funding Law of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the STATE shall have no liability to pay any funds whatsoever to CONTRACTOR or to furnish any other considerations under this Agreement and CONTRACTOR shall not be obligated to perform any provisions of this Agreement.
 - C. If funding for any fiscal year is reduced or deleted by the State Budget Act or the Federal Transportation Funding Law for purposes of this program, the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an amended Agreement to CONTRACTOR that reflects the reduced amount.
3. **Prompt Payment and Return of Retainage.**
 - A. All payments to the CONTRACTOR shall be made in accordance with California Government Code (GC), Chapter 4.5, commencing with Section 927, which is known as the California Prompt Payment Act. If payment is not made within the 45 calendar-day limit stipulated by the California Prompt Payment Act, interest penalties may be payable to the CONTRACTOR.
 - B. Unless the approved project is for Construction, the CONTRACTOR shall not hold retainage (withhold retention) from any subcontractor. The STATE shall not hold retainage (i.e. withhold retention) from any CONTRACTOR.
 - C. If a dispute arises regarding Construction projects only, the CONTRACTOR may exercise its rights under California Public Contract Code (PCC) Sections 10262 and 10262.5 or California Business and Professions Code (BPC) Section 7108.5, as applicable.
 - D. The CONTRACTOR must pay third-party contractors within 7 days of receipt of each undisputed progress payment from the STATE, unless the PROJECT is for Construction. In the case of a Construction project only, the CONTRACTOR is required to pay its subcontractors for satisfactory performance of work related to this Agreement no later than 30 days after the CONTRACTOR's receipt of payment for that work from the STATE. In addition, the CONTRACTOR is required to return any retainage (retention) payment to any subcontractor within 30 days after the subcontractor's work related to this Agreement is satisfactorily completed.
4. **Approval.**
 - A. Except as provided herein, this Agreement is of no force or effect until signed by both parties and approved by the STATE.

- B. The STATE reserves the right to sign and approve the Agreement provided however, the commencement of work shall not be authorized until the expenditure of federal funds has been authorized by the FTA for a specific Federal fiscal year or a pre-award expenditure authority approved by the STATE. The CONTRACTOR may not commence performance until federal authorization has been obtained.
 - C. It is mutually understood between the parties that this Agreement, for the mutual benefit of both parties, may have been written before ascertaining the availability of congressional or legislative appropriation of funds in order to avoid program and fiscal delays that would occur if the Agreement were executed after the determination was made.
 - D. This Agreement is valid and enforceable only if sufficient funds are made available to the STATE by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.
 - E. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
 - F. State Law. This Agreement shall be interpreted according to the laws of the State of California, except as to those provisions where federal law shall apply; as to those provisions where federal law applies, the rules, regulations, statutes and executive orders of the federal government shall be applicable. In the event that any provision of this Agreement requires that CONTRACTOR observe or comply with or perform any activity in contradiction or violation of State law, the CONTRACTOR will notify STATE at once, in writing, of such provision. The remaining Agreement provisions shall not be affected. The unenforceable provision(s) shall be renegotiated by the CONTRACTOR and STATE for mutually agreed appropriate changes and/or modifications; and the CONTRACTOR shall proceed, as soon as is possible, with PROJECT.
 - G. No issuance of a Standard Agreement or amendments will be provided until proof that the project has been programmed and is in an approved FSTIP has been received by the STATE.
5. Enforcement/Remedies for Non-Compliance. If a CONTRACTOR materially fails to comply with any term of this Agreement, or fails to refund any moneys due STATE, the STATE may take one or more of the following actions:
- A. Disallow or temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR.
 - B. Wholly or partially suspend or terminate the current award for the CONTRACTOR's PROJECT.
 - C. Withhold future awards to the CONTRACTOR for the program.
 - D. Withhold or demand a transfer of an amount equal to the amount paid by or owed to STATE from remaining grant balance and/or future apportionments, or any other funds due CONTRACTOR from the Federal Trust Fund or any other sources of funds.
 - E. Take any other remedies that may be legally available.
6. Timeliness. Time is of the essence in this Agreement. CONTRACTOR shall return the signed Agreement to the STATE within 90 calendar days after mailing. In the event this Agreement is not signed and returned within 90 days of mailing, the PROJECT identified in Exhibit A of this Agreement may be withdrawn and cancelled at the discretion of the STATE.
7. Amendment. No amendment or alteration of the terms of this Agreement shall be valid unless submitted in writing, signed by the parties and approved as required. This Agreement may be amended in writing, by mutual consent of the parties, on a case-by-case basis where warranted. The request for an Amendment

must be made in writing to the Program Manager at least two months before the Agreement Expiration Date shown in Exhibit A. If an Amendment is issued by STATE, the Amendment shall be signed and returned by the CONTRACTOR within 90 calendar days of issuance. If CONTRACTOR does not sign and return the Amendment within 90 days of issuance, the PROJECT may be either withdrawn or cancelled at the discretion of the STATE.

8. No Oral Understanding or Agreement. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
9. Assignment. This Agreement is not assignable by the CONTRACTOR, either in whole or in part, without the consent of the STATE in the form of a formal written amendment.
10. Independent Contractor. The CONTRACTOR, and the agents and employees of the CONTRACTOR, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the STATE.
11. Antitrust Claims. The CONTRACTOR by signing this Agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the CONTRACTOR shall comply with the requirements of the California Government Code (GC) Sections set out below.
 - A. GC Sections 4550 through 4554 regarding antitrust claims contains the following definitions:
 1. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the STATE or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to BPC Section 16750(c).
 2. GC Section 4550 defines a "public purchasing body" as the STATE or the subdivision or agency making a public purchase.
 - B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Section 15) or under the Cartwright Act (BCP Chapter 2 (commencing with Section 16700) of Part 2 of Division 7, arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Per GC Section 4552, such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.
 - C. Per GC Section 4553., if an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the awarding body or public purchasing body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the awarding body or public purchasing body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.
 - D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and either 1) the assignee has not been injured thereby, or 2) the assignee declines to file a court action for the cause of action, per GC Section 4554.
12. Child Support Compliance Act. For any Agreement in excess of \$100,000, the CONTRACTOR acknowledges in accordance with PCC Section 7110, that:
 - A. The CONTRACTOR recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement,

including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the California Family Code; and

- B. The CONTRACTOR, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

12. Unenforceable Provision. In the event that any provision of this Agreement is unenforceable or held to be unenforceable by a court of competent jurisdiction, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
13. Priority Hiring Considerations. If this Agreement includes services in excess of \$200,000, the CONTRACTOR shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under the California Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.
14. State Management Plan (SMP). The STATE is designated by the Governor to administer the FTA Federal Transit grant programs in California. The implementation and administration of the FTA programs are outlined in the SMP. Should there be a discrepancy between the SMP and this Agreement, the Agreement shall govern.
15. Annual Certification and Assurances. As requested by the STATE, the CONTRACTOR must complete and submit to the STATE the annual FTA Certifications and Assurances for Federal Transit Administration Assistance Programs, Certifications and Assurances Checklist and Signature Page to be provided by STATE.
16. Buy America. The CONTRACTOR shall comply with the Buy America requirements of 49 USC Section 5323(j) and 49 CFR Part 661 for all procurements of steel, iron and manufactured products used in PROJECT. Buy America requirements apply to all purchases, including materials and supplies funded as operating costs, if the purchase exceeds the threshold for small purchases (currently \$100,000). Separate requirements for rolling stock are set out at 49 USC Section 5323(j)(2)(c) and 49 CFR Part 661.11.
17. U.S. Flag Requirements.
 - A. Shipments by Ocean Vessel. For third-party contracts that may involve equipment, materials, or commodities which may be transported by ocean vessels, the CONTRACTOR and subcontractors must comply with 46 USC Section 55303 and 46 CFR Part 381, "Cargo Preference-U.S. Flag Vessels."
 - B. Shipments by Air Carrier. For third-party contracts that may involve shipments of federally assisted property by air carrier, the CONTRACTOR and subcontractors must comply with the 49 USC Section 40118, which may be cited as the "Fly America Act" "Use of United States Flag Air Carriers," and 41 CFR Parts 301-10.131 through 301-10.143.
 - C. Project Travel. In accordance with 49 USC Section 40118 and 41 CFR Part 301-10, the CONTRACTOR and all subcontractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation, to the extent such service is available or applicable.
18. Accounting Records. The CONTRACTOR shall establish and maintain separate accounting records and reporting procedures specified for the fiscal activities of the PROJECT. The CONTRACTOR's accounting system shall conform to generally accepted accounting principles (GAAP) and uniform standards that may be established by STATE. All records shall provide a breakdown of total costs charged to the PROJECT including properly-executed payrolls, time records, invoices and vouchers.

19. Vehicle Operator Licensing. The CONTRACTOR is required to comply with all applicable requirements of the Federal Motor Carrier Safety Administration (FMCSA) regulations and the California Vehicle Code including, but not limited to, the requirement that all vehicle operators have a valid State of California driver's license, including any special operator license that may be necessary for the type of vehicle operated.
20. Audit Requirements. The CONTRACTOR shall be responsible for meeting the audit requirements of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 1201. The required audit reports shall be submitted to the State Controller with a copy to STATE in conformance with the compliance guidelines issued by the California Department of Finance. The cost of audits made in accordance with the provisions of 2 CFR Part 200 is an allowable charge to this PROJECT.
21. Record Keeping. The CONTRACTOR and all subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the performance period and for three (3) years from the date of final payment under this Agreement and all subcontracts.
22. Examination of Records. The STATE, the STATE'S Office of Audits and Investigations, the State Auditor General, and any duly authorized representative of the Federal government shall have access to any books, records, and documents of the CONTRACTOR and its subcontractors that are pertinent to this Agreement for audits, examinations, excerpts, and transactions. Copies thereof shall be furnished by CONTRACTOR upon request. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the STATE or the FTA as appropriate, and shall set forth what efforts it has made to obtain the information. The CONTRACTOR shall include a clause to this effect in every subcontract entered into relative to the PROJECT.
23. Examination of Accounting. The CONTRACTOR'S accounting system and billing procedures are subject to audit by STATE prior to contract award, and accounting records pertaining to work performed and costs billed to STATE are subject to audit for a period of three (3) years after date of final payment under this Agreement. If the CONTRACTOR fails to retain records such as employee time cards, payroll records, travel records, equipment time and cost records, billings from subcontractors, material and equipment suppliers' records that are sufficient to permit audit verification of the validity of costs charged to STATE, the CONTRACTOR will be liable for reimbursement to STATE of all unsubstantiated billings.
24. Reporting Forms. The CONTRACTOR shall furnish STATE with any additional reports or data that may be required by FTA or other federal agencies. Such information will be submitted on forms provided by STATE.
25. Debarment and Suspension. The CONTRACTOR agrees as follows:
 - A. The CONTRACTOR agrees to comply with the requirements of Executive Order Nos. 12549 and 12689, "Debarment and Suspension," 31 USC Section 6101 note; and U.S. DOT regulations on Debarment and Suspension and 49 CFR Part 29.
 - B. Unless otherwise permitted by FTA, the CONTRACTOR agrees to refrain from awarding any third-party contract of any amount to or entering into any sub-agreement of any amount with a party identified in the "U.S. General Services Administration's (U.S. GSA) System for Award Management (<https://www.sam.gov>) List of Parties Excluded from Federal procurement or Non-Procurement Program," implementing Executive Order Nos. 12549 and 12689, "Debarment and Suspension" and 49 CFR Part 29. The list also includes the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible for contract award under statutory or regulatory authority other than Executive Order Nos. 12549 and 12689.

- C. In accordance with 2 CFR Part 1200 and OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180, the CONTRACTOR agrees to obtain a debarment and suspension certification from each prospective subrecipient, third-party contractor or subcontractor containing information about the debarment and suspension status and other specific information of that contractor and its principals before award of a third-party contract or subcontract at any tier of \$25,000 or more.

26. Compliance with Federal Statutes. During the performance of this Agreement, the CONTRACTOR, its assignees and successors in interest, agree to comply with all Federal statutes and regulations applicable to grantee recipients under 49 USC Chapter 53, including, but not limited to the following:

- A. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 USC Subsection 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 USC Subsection 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C Subsection 12132, and federal transit law at 49 USC Section 5332, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, age or disability. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations FTA may issue.
- B. Equal Employment Opportunity (EEO). The following equal employment opportunity requirements apply to the underlying contract:
 - 1. Race, Color, Creed, National Origin, Religion, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC Subsection 2000e, and federal transit laws at 49 USC Section 5332, the CONTRACTOR agrees to comply with all applicable EEO requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Part 60 *et seq.*, (which implement Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC Subsection 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the PROJECT. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
 - 2. Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC Section 623 and federal transit law at 49 USC Section 5332, the CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
 - 3. Disability. In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 USC Section 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the American with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
- C. The CONTRACTOR agrees to include the foregoing requirements in each solicitation for subcontract financed in whole or in part with Federal assistance provided by FTA and agrees to notify the subcontractor of their obligations under this Agreement and the Regulations relative to Civil Rights.

- D. In accordance with 49 CFR Part 21 and as described in the Title VI Circular, as it may be updated or amended, and the California Department of Transportation Title VI Program Plan, the CONTRACTOR shall comply with and ensure that each third-party contractor at any tier of the PROJECT also complies with the following reporting requirements:
1. Prepare and submit a Title VI Program.
 2. Establish and maintain a Title VI complaint procedures.
 3. Record Title VI investigations, complaints, and lawsuits.
 4. Provide meaningful access to Limited English Proficient Persons.
 5. Notify beneficiaries of protection under Title VI.
 6. Provide additional information upon request.
 7. Provide an Annual Title VI Certification and Assurance.
 8. Guidance on conducting an Analysis of Construction projects.
 9. Guidance on promoting Inclusive Public Participation.
 10. Report minority representation on transit related Planning and Advisory Bodies.
- E. The following requirements only apply to those providers of public transportation that both operate fixed route service and demand response service. The following requirements do not apply to those providers of public transportation that only operate demand response service. Demand response includes general public paratransit, Americans with Disabilities Act complementary paratransit, and non-profit organizations participating in the 5310 Program and serving only their own clientele, which may be referred to as closed-door service. The CONTRACTOR shall comply with the following requirements and ensure the compliance of each third-party contractor at any tier of the PROJECT:
1. Service standards
 - a. Vehicle load for each mode
 - b. Vehicle headway for each mode
 - c. On-time performance for each mode
 - d. Service available for each mode
 2. Service policies
 - a. Transit Amenities for each mode
 - b. Vehicle Assignment for each mode
- F. Every three years, on a date determined by the STATE, the CONTRACTOR shall submit the following information to the STATE as part of their Title VI Program per Chapter III of the Title VI Circular.
1. Title VI Notice to the Public, including a list of locations where the notice is posted
 2. Title VI Complaint Procedures instructing the public how to file a Title VI discrimination complaint
 3. Title VI Complaint Form used by the CONTRACTOR
 4. List of transit-related Title VI investigations, complaints, and lawsuits against the CONTRACTOR
 5. Public Participation Plan, including information about outreach methods to engage minority and limited English proficient (LEP) populations, as well as a summary of outreach efforts made by the CONTRACTOR since its last Title VI submission
 6. Language Assistance Plan for providing language assistance to its LEP population as required by the Title VI Circular and USDOT LEP Guidance
 7. A table depicting the membership of non-elected committees and councils, the membership of which is selected by the recipient, broken down by race, and a description of the process the agency uses to encourage the participation of minorities on such committees
 8. A Title VI equity analysis if the recipient has constructed a facility, such as a vehicle storage facility, maintenance facility, operation center, etc.
 9. A copy of board meeting minutes, resolution, or other appropriate documentation showing the board of directors or appropriate governing entity or official(s) responsible for policy decisions, reviewing and approving the Title VI Program.

10. Additional information as specified in Chapters IV, V, and VI of the Title VI Circular depending on whether the CONTRACTOR is a transit provider, nonprofit or public agency.
- G. Sanctions for Noncompliance. In the event of the CONTRACTOR's noncompliance with any provision of Civil Rights requirement in this Agreement, the STATE shall impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:
1. Withholding of payments to the CONTRACTOR under the Agreement until the CONTRACTOR complies, and/or
 2. Cancellation, termination or suspension of the Agreement, in whole or in part.
- H. Incorporation of Provisions. The CONTRACTOR shall include the provisions of the foregoing Paragraphs A through E in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontractor or procurement as the STATE or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request the STATE to enter into such litigation to protect the interest of the STATE. In addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.
27. Disadvantaged Business Enterprise (DBE). The CONTRACTOR agrees to:
- A. Comply with 49 CFR Part 26 "Participation by Disadvantaged Enterprises in Department of Transportation Financial Assistance Programs," and shall cooperate with STATE with regard to maximum utilization of DBEs, using its best efforts to ensure that DBEs shall have the maximum opportunity to compete for sub contractual work under this Agreement.
 - B. Prior to beginning PROJECT work, the CONTRACTOR shall complete and sign a DBE Implementation Agreement form to be provided by the STATE. The completed DBE Implementation Agreement must be returned to the STATE no later than the date that this Agreement is executed.
 - C. Report twice annually on DBE participation in CONTRACTOR's contracting opportunities; commitments, awards, and actual payments.
 - D. In accordance with 49 CFR Part 26.53(f)(1)(i), the CONTRACTOR shall not terminate a DBE subcontractor without prior written approval of the STATE. A CONTRACTOR that terminates a DBE subcontractor must make a good faith effort to find a replacement DBE subcontractor to perform at least the same amount of work under the contract to meet the contract goal established for the work. The good faith effort should be documented and submitted to the STATE within a reasonable time after obtaining approval by the STATE to terminate an existing DBE as required by 49 CFR Part 26.53(g).
 - E. CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any federally-assisted contract or in the administration of its DBE program. The CONTRACTOR's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC Section 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC Section 3801 *et seq.*).
 - F. The CONTRACTOR and their subcontractors shall make available, upon request of the STATE, a copy of all DBE subcontracts. The CONTRACTOR must ensure its third-party contractors and subcontractor also comply with these requirements.
28. Section 504 and Americans with Disabilities Act Program Requirements (ADA). The CONTRACTOR will comply with 49 CFR Parts 27, 37 and 38, which implement the ADA and Section 504 of the Rehabilitation Act

of 1973 (29 USC Section 794), as amended. The CONTRACTOR must ensure its third-party contractors operating public transportation service comply with these requirements.

29. Special Section 5333(b) Warranty for 5311 Program and 5339 Program. When the PROJECT includes the acquisition, improvement, or operation of public transportation, the CONTRACTOR shall comply with applicable transit employee protective requirements as specified by 49 USC Section 5333(b) (formerly Section 13(c) of the Urban Mass Transportation Act) as executed by the Secretary of Labor and the Secretary of Transportation. When applicable, those terms and conditions are described in Exhibit E of this Agreement. The CONTRACTOR agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by the FTA.
30. Contract Work Hours and Safety Standards. The CONTRACTOR agrees to comply with the following requirement for Construction contracts and, if applicable, non-construction project contracts that employ laborers or mechanics on a public work:
- A. The CONTRACTOR shall comply with Section 107 of the Contract Work Hours and Safety Standards Act, 40 USC Section 3704 and 29 CFR Part 1926, "Safety and Health Regulations for Construction." The CONTRACTOR and subcontractor must ensure safety at construction sites so that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.
 - B. No CONTRACTOR or subcontractor contracting for any part of the work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at the rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
31. Public Lands. The CONTRACTOR agrees to refrain from using in its PROJECT any publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of National, State, or local significance as determined by the Federal, State, or local officials having jurisdiction thereof, and also refrain from using in its PROJECT any land from a historic site of National, State, or local significance unless the Federal Government makes the specific findings as required by 49 USC Section 303.
32. Energy Conservation. The CONTRACTOR agrees to comply with the mandatory energy efficiency standards and policies within the applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42, USC Section 6321 *et seq.*
33. Receipt of Commission. The CONTRACTOR warrants that it has not paid, and also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for these funds obtained as a consequence of this Agreement.
34. Conflict of Interest.
- A. In accordance with 41 USC Section 22, no member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising there from.
 - B. The CONTRACTOR certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.

- C. The CONTRACTOR shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- D. The CONTRACTOR will not be awarded a contract if the financial interests are held by a current officer or employee of the STATE. Additionally, a contract will not be awarded to an officer or employee of the STATE to provide goods and service. Likewise, the CONTRACTOR's officials and employees shall also avoid actions that result in or create the appearance of:
 - 1. Using an official position for private gain;
 - 2. Giving preferential treatment to any particular person;
 - 3. Losing independence or impartiality; and/or
 - 4. Adversely affecting the confidence of the public or local officials in the integrity of the program.
- E. Former STATE employees will not be awarded a contract for two (2) years from the date of separation if that employee had any part of the decision-making process relevant to the Agreement, or for one (1) year from the date of separation if that employee was in a policy-making position in the same general subject area as the proposed contract at any time during the 12-month period prior to that employee's separation from State service.
- F. Neither the CONTRACTOR nor any of its employees, suppliers or subcontractors shall enter into any contract, subcontract, or arrangement in connection with the PROJECT or any property included or planned to be included in the PROJECT, in which any member, officer, or employee of the CONTRACTOR or its subcontractor, during the PROJECT term and for one year thereafter, has any direct or indirect conflict of interest. If any such present or former member, officer, or employee involuntarily acquires or had acquired prior to the beginning of the PROJECT term any such interest, and if such interest is immediately disclosed to the CONTRACTOR and such disclosure is entered upon the minutes of the CONTRACTOR's written report to STATE of such interest, the STATE, may waive the conflict of interest, provided that the officer or employee shall not participate in any action by the CONTRACTOR or the locality relating to such contract, subcontract, or arrangement.
- G. The CONTRACTOR shall insert in all contracts entered into in connection with the PROJECT or with any property included or planned to be included in any PROJECT, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer, or employee of the CONTRACTOR or of the locality during the PROJECT term or for one year thereafter shall have any interest, direct or indirect, in this agreement or the proceeds thereof."
- H. The provisions of this subsection shall not be applicable to any agreement between the CONTRACTOR and its fiscal depositories or to any agreement for utility services, whose rates are fixed or controlled by a governmental agency.

35. Lobbying.

- A. if the CONTRACTOR'S PROJECT exceeds \$100,000, the CONTRACTOR agrees that it will not use federal assistance funds to support lobbying, in accordance with 31 USC Section 1352 and 49 CFR Part 20, "New Restrictions on Lobbying". FTA will not make any federal assistance available to the CONTRACTOR until STATE has received the CONTRACTOR's certification that the CONTRACTOR has not and will not use federally-appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, cooperative agreement or other federal award from which funding for the PROJECT is originally derived.
- B. If any funds other than federally-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of

Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," to the STATE.

- C. The CONTRACTOR shall require that the following certification language be included in the award documents for all subawards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) which exceed \$100,000 and that all subrecipients shall certify and disclose accordingly.

"This certification is a material representation of facts upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by 31 USC Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

36. Program Fraud and False or Fraudulent Statements or Related Acts.

- A. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC Section 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this PROJECT. Upon execution of an underlying agreement, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made pertaining to that underlying agreement or the FTA-assisted PROJECT for which this contracted work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.
- B. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a PROJECT that is financed, in whole or in part, with federal assistance originally awarded by FTA under the authority of 49 USC Section 5307, the Federal Government reserves the right to impose the penalties of 18 USC Section 1001 and 49 USC Section 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.
- C. The CONTRACTOR agrees to include the above two clauses in each subcontract, whether partly or wholly financed with federal assistance provided by FTA. It is further agreed that these clauses shall not be modified, except to identify the subcontractor who is subject to the provisions.

37. Drug-Free Workplace. The CONTRACTOR certifies by signing this Agreement that it will provide a drug-free workplace, and shall establish policy prohibiting activities involving controlled substances in compliance with GC 8355 *et seq.* The CONTRACTOR is required to include the language of this certification in award documents for all sub-awards at all tiers (including subcontracts, contracts under grants, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. To the extent the CONTRACTOR, any third-party contractor at any tier, any subrecipient at any tier, or their employees, perform a safety-sensitive function under the PROJECT, the CONTRACTOR agrees to comply with, and assure the compliance of each affected third-party contractor any tier, each affected subrecipient at any tier, and their employees with 49 USC 5331, and FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug use in Transit Operations," 49 CFR Part 655.

38. Charter Service Operations. The CONTRACTOR agrees to comply with 49 USC 5323(d) and 49 CFR Part 604, which provide that recipients and subrecipients of FTA assistance are prohibited from providing charter

service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions listed at 49 CFR Part 604 Subpart B. Any charter service provided under one of the exceptions must be incidental, meaning it must not interfere with or detract from the provision of mass transportation. The CONTRACTOR assures and certifies that the revenues generated by its incidental charter bus operations (if any) are, and shall remain, equal to or greater than the cost (including depreciation on Federally-assisted equipment) of providing the service. The CONTRACTOR understands that the requirements of 49 CFR Part 604 will apply to any charter service provided, the definitions in 49 CFR Part 604 apply to this Agreement, and any violation of this Agreement may require corrective measures and the imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.

39. School Bus Operations. Pursuant to 49 USC Section 5323(f) and 49 CFR Part 605, the CONTRACTOR agrees that it and all its subcontractors will: (1) engage in school transportation operations in competition with private school transportation operators only to the extent permitted by an exception provided by 49 USC Section 5323 (f) and implementing regulations, and (2) comply with requirements of 49 CFR Part 605 before providing any school transportation using equipment or facilities acquired with federal assistance awarded by FTA. The CONTRACTOR understands that the requirements of 49 CFR Part 605 will apply to any school transportation it provides, that the definitions of 49 CFR Part 605 apply to any school transportation agreement, and a violation of this Agreement may require corrective measures and the imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.
40. Use of \$1 Coins. As applicable, and to comply with Section 104 of the Presidential \$1 Coin Act of 2006, 31 USC Section 5112(p), the CONTRACTOR must ensure that FTA assisted property that requires the use of coins or currency in public transportation service or supporting service be fully capable of accepting and dispensing \$1 coins.
41. Protection of Animals. The CONTRACTOR must ensure that all third-party contractors providing services involving the use of animals must comply with the Animal Welfare Act, 7 USC Section 2131 *et seq.* and Department of Agriculture regulations, "Animal Welfare", 9 CFR Subchapter A, Parts 1,2,3, and 4.
42. Termination Clauses.
- A. Termination for Convenience. When it is in the STATE'S best interest, the STATE reserves the right to terminate this Agreement, in whole or in part, at any time by providing a ten (10) day written notice to the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to the STATE. If the CONTRACTOR has any property in its possession belonging to the STATE, the CONTRACTOR will account for the same, and dispose of it in the manner the STATE directs.
 - B. Termination for Default.
 - 1. The STATE may terminate this Agreement upon a finding that the CONTRACTOR has not made satisfactory progress toward procuring the PROJECT equipment, services, salary and wages, as appropriate, within twelve (12) months of execution of this Agreement, has not billed for operating assistance funds within twelve (12) months of execution of this Agreement, or that the CONTRACTOR is otherwise not complying with the terms of this Agreement. Termination shall be by written notice specifying the reason for termination and giving the CONTRACTOR thirty (30) days to correct the default. The STATE shall be the sole judge as to whether the CONTRACTOR's corrective measures are adequate. If the CONTRACTOR fails to remedy the breach or default or any of the terms, covenants, or conditions of this Agreement to the STATE's satisfaction, the STATE shall have the right to terminate the Agreement without any further obligation to the CONTRACTOR. Any such

termination for default shall not preclude the STATE from also pursuing all available remedies against the CONTRACTOR.

2. The STATE may terminate this contract upon finding that the CONTRACTOR is not operating the PROJECT equipment in accordance with the project description in Exhibit A of this Agreement, or that the CONTRACTOR is otherwise not complying with the terms of this contract. Termination shall be by written notice specifying the reason for termination and giving the CONTRACTOR thirty (30) days to correct the default. The STATE shall be the sole judge as to whether the CONTRACTOR'S corrective measures are adequate. If the CONTRACTOR fails to remedy to the STATE'S satisfaction the breach or default of any of the terms, covenants, or conditions of this contract, the STATE shall have the right to terminate the contract without any further obligation to the CONTRACTOR. Any such termination for default shall not preclude the STATE from pursuing all available remedies against CONTRACTOR and its sureties for said breach or default. Once a contract has been terminated within the provisions of this section, the STATE reserves the right to seize vehicles or equipment procured under this Agreement.
3. CONTRACTOR shall remit to the STATE the proportional amount of current market value that exceeds \$5,000 per unit at the time of disposition of PROJECT equipment, which shall be based on the Federal Share percentage of funds paid by CONTRACTOR under this Agreement. Fair market value shall be deemed to be the value of the PROJECT equipment as determined by a competent appraisal at the time the equipment is withdrawn from use.
4. CONTRACTOR shall return the equipment to the STATE in the same condition as when received by the CONTRACTOR, except for reasonable wear and tear resulting from its use. The parties shall thereupon determine the amount of compensation, if any, to be paid by the CONTRACTOR to the STATE in order to avoid any STATE liability to FTA or to others.
- C. Period of Performance Extension. If it is later determined by the STATE that the CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the CONTRACTOR, and after determining a new delivery of performance schedule, the STATE may allow the CONTRACTOR to continue work or treat the termination as a termination for convenience.
- D. Mutual Termination. The PROJECT may also be terminated if the STATE and the CONTRACTOR agree that its continuation would not produce beneficial results commensurate with the further expenditure of funds or if there are inadequate funds to operate the PROJECT equipment or otherwise complete the PROJECT.

43. Disputes. The STATE and the CONTRACTOR shall deal in good faith and attempt to resolve potential disputes arising under this Agreement informally. If the dispute persists, the CONTRACTOR shall submit a written demand for a decision regarding the dispute to the STATE's authorized representative for this Agreement or his or her designee. The STATE's authorized representative shall make a written decision regarding the dispute and will provide it to the CONTRACTOR. The CONTRACTOR shall have an opportunity to challenge the STATE authorized representative's determination but must make that challenge in writing within ten (10) working days to the STATE's Chief, Office of Federal Transit Grants or his/her designee. If the CONTRACTOR challenge is not made within the ten (10) day period, the STATE's authorized representative's original written decision shall become the final decision of the STATE. The STATE and the CONTRACTOR shall submit written, factual information and supporting data in support of their respective positions. The decision of the STATE's Chief, Office of Federal Transit Grants or his/her designee shall be final, conclusive and binding regarding the dispute, unless the CONTRACTOR commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.

44. Procurement.

- A. Exclusionary or Discriminatory Specifications. Apart from inconsistent requirements imposed by Federal statute or regulations, the CONTRACTOR agrees that it will comply with the requirements of 49 USC Section 5323(h)(2) by refraining from using any Federal assistance funds awarded by STATE on behalf of the FTA to support procurements using exclusionary or discriminatory specifications.
- B. For all procurements of commodities, property, supplies, equipment or services under an FTA assisted grant, the CONTRACTOR shall provide full and open competition and comply with the procurement requirements set forth in 49 USC Section 5325(a), applicable third-party procurement requirements of 49 USC Chapter 53, 49 USC Section 5325(b) to award a third-party contracting using a competitive procurement process, and other procurement requirements of Federal laws in effect now or as amended to the extent applicable. The CONTRACTOR shall prepare a bid or proposal package, including equipment and material specifications or a scope of work.
- C. Purchases over the federal micro-purchase threshold, or similar local threshold, which result in a third-party contract without an ongoing period of performance, shall be procured through a purchase order. Purchase orders shall contain all applicable federal third-party contract clauses. Upon request for reimbursement, the CONTRACTOR shall submit a copy of the purchase order to the STATE.
- D. The CONTRACTOR agrees that it may not use FTA assistance to support its procurements unless there is satisfactory compliance with federal laws and regulations. In accordance with applicable USDOT third-party procurement regulations at 2 CFR Part 1201 and the provisions of the Third-Party Contracting Circular, including, but not limited to, the following provisions apply to all procurements:
 - 1. To state clearly that the final contract award to any bidder or proposer requires prior written approval by the STATE and that procurement solicitations are consistent with the PROJECT description identified in Exhibit A.
 - 2. To comply with applicable Federal laws and regulations including, but not limited to, Federal transit laws at 49 USC Chapter 53, FTA regulations, and other Federal laws and regulations that contain requirements applicable to FTA recipients and their FTA assisted procurements. Also, to include all required Federal procurement provisions in each subcontract financed in whole or in part with Federal assistance provided by FTA.
 - 3. For all contracts and subcontracts financed with Federal assistance, to comply with cargo preference requirements of 46 USC Section 1241 and 46 CFR Part 381 when contracts involve equipment, materials, or commodities which may be transported by ocean vessels.
 - 4. In accordance with 49 USC Section 5325(e)(1), in the procurement of rolling stock, may not enter into a multi-year contract to purchase additional rolling stock and replacement parts with options exceeding five (5) years after the date of the original contract.
 - 5. To comply with 49 USC Section 5325(f), agrees that any third-party contract award it makes for rolling stock will be based on initial capital costs, or on performance, standardization, life cycle costs, and other factors, or on a competitive procurement process.
 - 6. To comply with the requirements of 49 USC Section 5323(m) and FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 CFR Part 663, and any revision thereto.
 - 7. To comply with the requirements of 49 USC Section 5318(c) and (e) and FTA regulations, "Bus Testing", 49 CFR Part 665, including the certification that before expending any Federal assistance to acquire the first bus of any new bus model or any bus model with a new major change in configuration or components or before authorizing final acceptance of that bus, that model of bus will have been tested at the Altoona Bus Research and Testing Center. The CONTRACTOR must obtain the final testing report and provide a copy of the report to the STATE.
 - 8. To require each bidder to certify that it has complied with 49 CFR Part 26, which requires each transit vehicle manufacturer to submit a certification that it has complied with FTA's DBE requirements.

9. In subcontracts exceeding \$100,000, to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC Section 7401 *et seq.* and federal Clean Water Act, as amended, 33 USC Section 1251 *et seq.* CONTRACTOR agrees to report and require each third-party contractor or subcontractor at any tier of the PROJECT to report any violation of these requirements resulting from any PROJECT implementation activity of a third-party contractor, subcontractor, or itself to FTA and the appropriate U.S. EPA Regional Office.
10. To comply with the mandatory energy standards and policies of the STATE's energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 USC Section 6201 *et seq.*, and perform an energy assessment for any building constructed, reconstructed or modified with federal assistance.
11. To comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act of 1975 (Public Law 94-163, 89 Statute 871, enacted December 22, 1975).
12. To the extent applicable, agrees to conform to the National Intelligent Transportation System (ITS) Architecture and Standards as required by 23 USC Section 517(d), 23 USC Section 512 note, and 23 CFR Parts 655 and 940, and follow the provisions of the FTA Notice, "FTA National ITS Architecture Policy on Transit projects," 66 Fed. Reg. 1455 *et seq.*, and any other implementing directives FTA may issue at a later date, except to the extent the FTA determines otherwise in writing. Third-party contracts involving ITS must comply with Federal requirements.
13. In accordance with 40 CFR Part 85, "Control of Air Pollution from Mobile Sources," 40 CFR Part 86, "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," and 40 CFR Part 600, "Fuel Economy of Motor Vehicles, the CONTRACTOR must include provisions in all third-party contract for procurement of rolling stock to ensure compliance with applicable Federal air pollution control and fuel economy regulations.
14. For PROJECTs designated as experimental, development, or research work, the CONTRACTOR must comply with patent and rights in data requirements in accordance with 37 CFR Part 401. The STATE reserves a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and reserves the right to grant authority to others. The CONTRACTOR also agrees to include these requirements in each subcontract funded under the PROJECT.
15. CONTRACTOR shall refer to FTA "Best Practices Procurement Manual" for additional procurement guidance on procurement processes and any omissions applicable to the PROJECT. The CONTRACTOR'S failure to comply with all mandates shall constitute a material breach of this Agreement.
16. CONTRACTOR must comply with 2 CFR Part 225 or 2 CFR Part 230, as applicable, in determining whether PROJECT costs are allowable or unallowable. Where applicable, CONTRACTOR must comply with cost principles of FAR Chapter 1 Subpart 31.2.
17. CONTRACTOR must have written protest procedures describing its pre-bid/pre-proposal, post proposal, and post-award procedures. CONTRACTOR shall disclose the CONTRACTOR's protest procedures and the STATE's appeal process to all bidders. All CONTRACTOR's protest decisions must be dated and in writing. A protester must exhaust all administrative remedies with the CONTRACTOR before pursuing an appeal with the STATE. An appeal to the STATE must be filed no more than ten (10) calendar days from the date of the CONTRACTOR's protest decision, as evidenced by postmarked date. Reviews of protests by the STATE will be limited to:
 - a. CONTRACTOR's failure to have or follow its own protest procedures.
 - b. CONTRACTOR's failure to review a complaint or protest.
 - c. Violations of federal or state law or regulation.

18. Construction or Facility Improvement Contracts, including those issued to Third-Parties.
- a. Davis Bacon Act (contracts over \$2,000.00). In accordance with 49 USC Section 5333(a) and the implementing regulations of 29 CFR Part 5, the CONTRACTOR shall comply with the employee protection requirements of the Davis-Bacon Act for construction activities exceeding \$2,000.00 performed in connection with the PROJECT. The Davis-Bacon Act applies to contracts in excess of \$2,000.00 for construction, alteration, or repair of public buildings or public works and requires the inclusion of a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the U.S. Secretary of Labor.
 - b. Bonding. For contracts or subagreements exceeding \$100,000.00, the following bonding requirements must be included:
 - i. Bid guarantee from each CONTRACTOR equivalent to five (5%) percent of the bid price
 - ii. Performance bond on the part of the CONTRACTOR for 100 percent (100%) of the contract price
 - iii. Payment bond in the amount of either (1) 50% of the contract price if the contract price is not more than \$1 million dollars, or (2) 40% of the contract price if the contract price is more than \$1 million
 - c. Copeland Anti-Kickback Act. For contracts or subagreements exceeding \$100,000.00 and in accordance with 18 USC Section 874 Copeland "Anti-Kickback" Act, 29 CFR Part 3 "Contractors and subcontractors on Public Building or Public Work Financed in part by Loans or Grants from the United States," the CONTRACTOR and subcontractor are prohibited from requiring, by any means, any employee, to give up any part of his or her compensation to which he or she is otherwise entitled.
19. Seismic Safety. The CONTRACTOR agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify compliance to the extent required by the regulation. The CONTRACTOR also agrees to ensure that all work performed under this contract, including work performed by a subagreement, is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the PROJECT.
45. Bid or Proposal and Third-Party Contract Award. All procurement documents including, but not limited to, oral or written quotations, purchase orders, bid or proposal solicitation documents, CONTRACTOR's proposed third-party vendor selection documents, request for non-competitive bid, and use of assigned options (i.e. piggybacking) must be reviewed and approved by the STATE prior to the award of the contract. No award shall be made without the written approval from the STATE. No exercise of optional periods of performance (Option Years) shall be made without written approval from the STATE. The CONTRACTOR, or procurement agent acting on its behalf, shall prepare the bid or proposal documents, solicit and receive competitive bids or proposals, evaluate the bids or proposals received, and select the lowest price compliant bid for award.
- A. The CONTRACTOR, or procurement agent acting on CONTRACTOR's behalf, shall forward to the STATE, at least twenty (20) business days prior to the release of the bid solicitation, a copy of the bid solicitation document, proposed third-party contract, independent cost estimate, and bidders list.
 - B. At least twenty (20) business days prior to contract award, the CONTRACTOR, or procurement agent acting on CONTRACTOR's behalf, shall forward to STATE a copy of the proposed third-party contract, verification of the incorporation of FTA-required third-party contract clauses, proof that the bid or proposal was publically advertised, list of all bids, proposals, or price quotations received, a copy of the selected bid or proposal, copy of the bids or proposals where prices were lower than the selected

vendor's, an explanation of the basis for selecting the selected vendor and for rejecting lower bids (if any). In the case of a single bid, sole source, or negotiated price contract, this explanation shall include a statement by the CONTRACTOR that the price is fair and reasonable and that the basis for that determination is consistent with guidance in the Third-Party Contracting Circular.

- C. All third-party contracts, subcontracts and contract modifications, and exercising of Option Years funded under PROJECT shall include essential elements including, but not restricted to, parties, price or rate of compensation, scope of work, contract timeline, contract termination and other legal considerations.
- D. CONTRACTOR shall perform a cost or price analysis in connection with every procurement action funded under the PROJECT, including contract modifications and exercise of Option Years. Before receiving bids or proposals, CONTRACTOR must make independent cost estimates to determine price reasonableness.

46. FTA Regulations, Policies, Procedures and Directives. The CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directive, including, without limitation, those listed directly or by reference in the USDOT FTA Master Agreement between the STATE and FTA, as they may be amended or revised from time to time, during the term of this Agreement. The CONTRACTOR's failure to so comply shall constitute a material breach of this Agreement. In the event any portion, term, condition or provision of this Agreement should be deemed illegal or in conflict with the laws of the State of California or with federal law or otherwise be unenforceable, the remaining portion, terms, conditions or provisions shall not be affected thereby.
47. Incorporation of FTA Terms. The provisions in this Agreement include, in part, certain Standard Terms and Conditions required by the USDOT, whether or not expressly set forth in the Agreement. All contractual provisions required by the USDOT, as set forth in the Third-Party Contracting Circular are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any STATE requests which would cause the STATE to be in violation of these Standard Terms and Conditions.
48. Amendments to Federal, State and Local Laws, Regulations and Directives. The terms of the most recent amendment to any Federal, State, or local laws, regulations, FTA directives, and amendments to the grant or cooperative contract that may be subsequently adopted, are applicable to the PROJECT to the maximum extent feasible, unless FTA provides otherwise in writing.
49. Property Maintenance and Inspection. While the PROJECT is in the possession or control of the CONTRACTOR, the CONTRACTOR shall operate or maintain the PROJECT in accordance with detailed maintenance and inspection schedules provided by the manufacturer, keeping a written log or record of all repairs and maintenance. STATE and the FTA shall have the right to conduct periodic inspections for the purpose of confirming the existence, condition, and proper maintenance of the PROJECT. No alterations may be made to the PROJECT in its as-received condition without first receiving written approval from STATE. The CONTRACTOR shall notify the STATE, within ten (10) working days of any loss or damage, including accident, fire, vandalism, theft, to the PROJECT.
50. Useful Life Standard. In accordance with the Grant Management Circular and consistent with the SMP, the following Useful Life Standard (ULS) shall determine when PROJECT property will no longer be subject to monitoring and reporting requirements. CONTRACTOR will be released from the monitoring and reporting requirements after the STATE has approved CONTRACTOR's request for disposition of PROJECT property through the BlackCat Grants system. While age and mileage are the primary criteria used to determine the useful life of vehicles, this determination is based on the date the vehicle or other equipment was put into

active service, not the actual model year of the vehicle. These criteria are subject to review by the 5310, 5311, or 5339 Program Chief, as applicable, if either factor is less than the value shown herein.

<u>TYPE OF EQUIPMENT</u>	<u>USEFUL LIFE STANDARD</u>
Minivans	4 years or 100,000 miles
Small, Medium, Large Bus	5 years or 150,000 miles
Larger Bus	7 years or 200,000 miles
Largest Bus (5311/5339 Only)	10 years or 350,000 miles
Computer Equipment	3 years
Asphalt Paving, Parking Lot (5311 Only)	10 years
Bus Shelters (5311 Only)	10 years
Building Structures (5311 Only)	40 years
Bus Lift	15 years
Bus Stop Signs (5311 Only)	5 years
Communication Equipment	3 years
Communication Equipment on Vehicles	Same as ULS associated with Vehicle
Farebox/Ticket Machine	10 years
Surveillance Equipment	3 years

51. Property Ownership and Relinquishment.

- A. At all times while PROJECT property or equipment is in the possession or control of the CONTRACTOR, the CONTRACTOR shall be the registered owner and STATE shall be the legal owner (lien holder). Whenever any PROJECT property or equipment is withdrawn from the PROJECT for any reason, the CONTRACTOR shall immediately notify the STATE. The CONTRACTOR shall not transfer ownership of PROJECT property or equipment at any time while this Agreement is in effect. As lien holder, the STATE may take possession of PROJECT property or equipment due to the CONTRACTOR's non-compliance with contract terms or by mutual agreement between the STATE and the CONTRACTOR. The STATE shall retain the original Certificate of Title until such time that disposition of PROJECT property or equipment is released by the STATE to the CONTRACTOR or other appropriate party.
- B. Whenever any PROJECT property or equipment is withdrawn from the service for any reason prior to meeting the ULS, and at the discretion of the STATE, the CONTRACTOR shall be required to do one of the following:
 1. Remit to the STATE, for repayment to the FTA, a proportional amount of the fair market value of the property, which shall be determined on the basis of the ratio of the Federal grant funds paid under this Agreement to the actual purchase cost of the property. Fair market value shall be deemed to be either 1) the unamortized value of the remaining service life per unit based on a straight-line depreciation of the original purchase price or 2) the Federal Share of the sale price.
 2. Relinquish the property to the STATE in the same condition as when received by the CONTRACTOR except for reasonable wear and tear resulting from its use. The parties shall thereupon determine the amount of compensation, if any, to be paid by the CONTRACTOR to the STATE in order to avoid any STATE liability to FTA or to others. Upon subsequent disposal of the property, the STATE shall reimburse the CONTRACTOR for its proportional amount of the property value received or identified by the STATE, if any.
 3. When PROJECT property is lost or damaged by fire, casualty, or natural disaster, the fair market value shall be calculated on the basis of the condition of the property immediately before the fire, casualty, or natural disaster, irrespective of the extent of insurance coverage. Based on the calculation, the proceeds shall be applied to the cost of replacing the damaged or destroyed PROJECT property taken out of service.

4. If any damage to PROJECT property results from abuse or misuse occurring with the CONTRACTOR's knowledge and consent, the CONTRACTOR agrees to restore the PROJECT property to its original condition or refund the value of the Federal interest in that property to the STATE.

52. Worker's Compensation. The CONTRACTOR hereby warrants that it carries Workers' Compensation Insurance on all of its employees who will be engaged in the performance of this Agreement. If staff provided by the CONTRACTOR is defined as independent contractors, this clause does not apply.

53. Insurance.

- A. While the PROJECT equipment is in the possession or control of the CONTRACTOR, the CONTRACTOR shall maintain adequate insurance protection against liability for damages for personal bodily injuries (including death), property damage, and vehicle damage as conditioned in this section.
- B. The minimum limits of liability may be increased by the STATE at any time upon thirty (30) day notice to the CONTRACTOR.
- C. The CONTRACTOR shall place Vehicle Physical Damage, including collision and comprehensive (fire, theft, etc.) insurance for amounts equal to the actual cash value of each vehicle and any other equipment that is part of the PROJECT equipment, with deductibles acceptable to the STATE. This insurance shall include a provision designating the State of California, Department of Transportation as the Loss Payee for all purposes of adjusting, settling, or paying claims for damage to the insured vehicle(s).
- D. The STATE, its officers, employees, and agents shall be named as additional insured.
- E. The STATE is designated as the Loss Payee for claims of damage to the insured vehicle(s).
- F. The STATE will not be responsible for any premiums or assessments on the policy.
- G. The CONTRACTOR, and/or third-party subcontractor, shall furnish to the STATE, before delivery of the PROJECT vehicle(s) to the CONTRACTOR, a certificate of insurance issued by a company licensed to write such insurance in California.
- H. Prior to the annual insurance policy expiration date, the CONTRACTOR shall furnish to the STATE a new certificate of insurance or other written evidence of insurance satisfactory to the STATE. At any time that such evidence of insurance has not been provided, the STATE shall have the immediate right to take possession of the PROJECT equipment and to enter the property of the CONTRACTOR for this purpose.
- I. The CONTRACTOR shall provide the STATE at least thirty (30) day notice of cancellation or material change of the vehicle insurance policy.
- J. Public Agency or For-Profit CONTRACTORS. The following terms apply to all CONTRACTORS who are defined as a Public Agency or For-Profit entity, regardless if they are providing the service as the prime CONTRACTOR or subcontractor:
 1. Property Damage: The CONTRACTOR shall place property damage per occurrence (combined single limit), whether the property of one or more claimants, in an amount not less than one million five hundred thousand dollars (\$1,500,000) for property damage liability in respect to vehicles with seating capacity of fifteen (15) or less, or five million dollars (\$5,000,000) for property damage liability combined in respect to vehicles with seating capacity of sixteen (16) or more.
 2. Bodily Injury: The CONTRACTOR shall place bodily injury per occurrence (combined single limit) in an amount not less than one million five hundred thousand dollars (\$1,500,000) in respect to vehicles with seating capacity of fifteen (15) or less, or five million dollars (\$5,000,000) in respect to vehicles with seating capacity of sixteen (16) or more.
 3. Vehicle Physical Damage: The CONTRACTOR shall place Vehicle Physical Damage, including collision and comprehensive (fire, theft, etc.) insurance for amounts equal to the actual cash value of each vehicle and any other equipment that is part of the PROJECT equipment, with deductibles acceptable to the STATE. This insurance shall include a provision designating the State of California,

Department of Transportation as the Loss Payee for all purposes of adjusting, settling, or paying claims for damage to the insured vehicle(s).

- K. Non-Profit Agencies: The following terms apply to all CONTRACTORS who are defined as a non-profit agency, regardless if they are providing the service as the prime CONTRACTOR or subcontractor:
1. Property Damage: The CONTRACTOR shall place property damage per occurrence (combined single limit), whether the property of one or more claimants, in an amount not less than one million dollars (\$1,000,000) for property damage liability in respect to vehicles with seating capacity of fifteen (15) or less, or one million five hundred thousand dollars (\$1,500,000) for property damage liability in respect to vehicles with seating capacity of sixteen (16) or more.
 2. Bodily Injury: The CONTRACTOR shall place bodily injury per occurrence (combined single limit) in an amount not less than one million dollars (\$1,000,000) in respect to vehicles with seating capacity of fifteen (15) or less, or one million five hundred thousand dollars (\$1,500,000) for bodily injury in respect to vehicles with seating capacity of sixteen (16) or more.
 3. Vehicle Physical Damage: The CONTRACTOR shall place Vehicle Physical Damage, including collision and comprehensive (fire, theft, etc.) insurance for amounts equal to the actual cash value of each vehicle and any other equipment that is part of the PROJECT equipment, with deductibles acceptable to the STATE. This insurance shall include a provision designating the State of California, Department of Transportation as the Loss Payee for all purposes of adjusting, settling, or paying claims for damage to the insured vehicle(s).

54. Excise Tax. The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The STATE will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

55. Potential Subcontractors.

- A. No Relationship Between STATE and Third-Party Contractor. Nothing contained in this Agreement or otherwise, shall create any contractual relation, obligation or liability between the STATE and any third-party contractors, and no third-party agreement shall relieve the CONTRACTOR of his responsibilities and obligations hereunder. The CONTRACTOR agrees to be as fully responsible to the STATE for the acts and omissions of its third-party contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR'S obligation to pay its third-party contractors is an independent obligation from the STATE'S obligation to make payments to the CONTRACTOR. As a result, the STATE shall have no obligation to pay or to enforce the payment of any moneys to any third-party contractor.
- B. Third-Party Contracts and Subagreements Affected. To the extent applicable, federal requirements extend to third-party contractors and their contracts at every tier, and to the subcontractors of third-party contractors and their subagreements at every tier. Accordingly, the CONTRACTOR agrees to include, and to require its third-party contractors to include appropriate clauses in each third-party contract and each subagreement financed in whole or in part with financial assistance provided by FTA.
- C. No Federal Government Obligations to Third Parties. The CONTRACTOR agrees that, absent of the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any contractor, any third-party contractor, or any other person not a party to the Grant Agreement in connection with the performance of the PROJECT. Notwithstanding any concurrence provided by the Federal Government in, or approval of, any solicitation or third-party

agreement, the Federal Government continues to have no obligation or liabilities to any party, including the CONTRACTOR or third-party contractor.

- D. Obligations on Behalf of the STATE. The CONTRACTOR shall have no authority to contract for or on behalf of the STATE or to incur obligations on behalf of the STATE.
- E. STATE Approval of All Third-Party Contracts. The STATE shall approve in writing all proposed third-party contract agreements, Memoranda of Understanding, Intergovernmental Agreements, or similar documents relating to the performance of the Agreement prior to implementation. The CONTRACTOR agrees that it will not enter into any third-party contracts unless the same are approved in writing by the STATE. Any proposed amendments to such third-party contracts must be approved by the STATE prior to implementation.

56. Narrowband Migration. The CONTRACTOR must comply with the Federal Communications Commission Public Notice DA09-2589 deadline for private land mobile radio services in the 150-174 MHz and 421-512 MHz bands which will migrate to narrowband (12.5 kHz or narrower) technology effective January 1, 2013.

57. Indemnification. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CONTRACTOR and/or its agents under or in connection with any work, authority or jurisdiction conferred upon CONTRACTOR under this Agreement. It is understood and agreed that CONTRACTOR and/or its agents shall fully defend, indemnify and save harmless STATE and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CONTRACTOR and/or its agents, employees, and representatives under this Agreement.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. **Purchase Order.** Upon approval by the STATE of a procurement award, the CONTRACTOR (or procurement agent acting on its behalf) may issue a purchase order for the PROJECT. Each purchase order shall be consistent with the approved bid award listed in Exhibit A, be consistent with Billing and Payment instructions listed in Exhibit B, and include a reference to the STATE's contract number as assigned to this Agreement.
2. **Disposition.** The disposition of the PROJECT and any PROJECT-related equipment or property shall be made in accordance with 49 USC Chapter 53, the applicable Program Circular, and the SMP. Disposition requests shall be submitted through the BlackCat Grants system.
3. **Release of Title.** As long as STATE is lien holder of the vehicle, CONTRACTOR is obligated to provide required periodic reporting described in Exhibit D, even if the ULS for the PROJECT has been exceeded. When the ULS has been achieved, the STATE shall remain the lien holder for vehicles or equipment until all of the steps in the disposition process described in the preceding regarding Disposition have been completed. Upon completion of the disposition process, the STATE shall make a determination as to whether the ULS has been achieved. Useful Life requirements are enumerated in Exhibit C of this Agreement. The STATE has the discretion to base its determination upon either PROJECT mileage, PROJECT age or a combination of both. Upon determining that the ULS has been achieved, the STATE shall release title to the CONTRACTOR. Upon release of title to CONTRACTOR, the CONTRACTOR shall keep the PROJECT or alternatively, the proceeds from the sale of the PROJECT, in its public transportation program.
4. **Complementary Paratransit Service.** The CONTRACTOR, providing complementary paratransit service, certifies that they have submitted to the STATE an initial plan for compliance with the complementary paratransit service provision by January 26, 1992, as required by 49 CFR Part 37, and have provided the STATE annual updates to its plan each year, as required by 49 CFR Part 37 Section 139(j).
5. **Reporting Requirements.** Upon request by the STATE, the CONTRACTOR must submit the following reports (Failure to meet these requirements may result in withholding of all invoice payments and may be grounds for PROJECT termination):
 - A. 5311Program and 5339 Program: National Transit Data (NTD) Reporting. CONTRACTOR shall submit their data to Caltrans (Department) in a timely manner annually, per due dates as directed by the Department NTD annual reporting is required by FTA.
 - B. 5311 Program Operating Assistance projects: Drug and Alcohol Management Information System (MIS) Reporting. CONTRACTOR shall submit their Drug and Alcohol MIS data annually, as required by FTA.
 - C. Milestone Reporting.
 1. Bi-Annual Reporting (Capital and Mobility Management Projects). The CONTRACTOR shall submit a Bi-Annual Report of vehicle/equipment usage or its progress of the mobility management activities within thirty (30) calendar days after the close of each federal reporting period. The federal reporting periods are: 1) October 1 through March 31; and 2) April 1 through September 30. Bi-Annual reports are due no later than April 30, and October 30 of each calendar year.
 2. Annual Reporting (Operating Assistance Projects). The CONTRACTOR shall submit an annual report of progress made on the PROJECT by no later than thirty (30) days after the close of the annual federal reporting period of October 1 through September 30. Annual reports are due no later than October 30.

- D. Federal Funding Accountability and Transparency Act (FFATA) Reporting. CONTRACTOR on its own behalf and for any of its Subcontractors shall comply with the requirements of FFATA, as required by the FFATA Public Law 109-282, 31 U.S. C. 6101. If requested to do so by STATE, CONTRACTOR shall submit required information to allow STATE to fulfill its reporting requirements under FFATA.
 - E. Final Reporting. The CONTRACTOR shall submit a final PROJECT report documenting final PROJECT costs. This report shall be on a form to be provided by the STATE. For 5310 Program, the report shall include narrative on and PROJECT outcomes and how program performance measures have been met by this PROJECT for the target group as referenced in the CONTRACTOR's application.
6. Liability Insurance. In addition to Exhibit C "Insurance", the following provisions shall also apply:
- A. The CONTRACTOR is responsible for any deductible or self-insured retention contained within the insurance program.
 - B. Coverage must be in force for the complete term of this Agreement. If insurance expires during the term of the Agreement, a new certificate must be received by the STATE at least ten (10) days after the expiration of this insurance. This new insurance must still meet the terms of this Agreement.
 - C. In the event CONTRACTOR fails to keep in effect at all times the specified insurance coverage, the STATE may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of the Agreement.
 - D. Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by the STATE.
 - E. Public Agency or For-Profit CONTRACTORS. The following terms apply to all CONTRACTORS who are defined as a Public Agency or For-Profit entity, regardless if they are providing the service as the prime CONTRACTOR or subcontractor:
 - 1. Commercial General Liability.
 - a. The limits of liability shall be at least:
 - i. \$2,000,000 for each occurrence (combined single limit for bodily injury and property damage).
 - ii. \$2,000,000 aggregate for products liability completed operations.
 - iii. \$4,000,000 general aggregate. This general aggregate limit shall apply separately to the CONTRACTOR's work under this Agreement.
 - iv. \$15,000,000 umbrella or excess liability. For PROJECTs over \$25,000,000 only, an additional \$10,000,000 umbrella or excess liability (for a total of \$25,000,000). Umbrella or excess policy shall include products liability completed operations coverage and may be subject to \$15,000,000 or \$25,000,000 aggregate limits. Further, the umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
 - b. The STATE, including their officers, directors, agents, and employees, shall be named as additional insured under the Commercial General Liability policy with respect to liability arising out of or connected with work or operations performed by or on behalf of CONTRACTOR under this Agreement.
 - c. The policy shall stipulate that the insurance afforded the additional insured shall apply as primary insurance. Any other insurance or self-insurance maintained by the STATE will be excess only and shall not be called upon to contribute with this insurance.
 - F. Non-Profit Agencies. The following terms apply to all CONTRACTORS who are defined as a non-profit agency, regardless if they are providing the service as the prime CONTRACTOR or subcontractor:
 - 1. Commercial General Liability.
 - a. The limits of liability shall be at least:

- i. \$2,000,000 for each occurrence (combined single limit for bodily injury and property damage).
 - ii. \$2,000,000 aggregate for products completed operations.
 - iii. \$4,000,000 general aggregate. This general aggregate limit shall apply separately to the CONTRACTOR's work under this Agreement.
 - iv. \$5,000,000 umbrella or excess liability. For PROJECTs over \$25,000,000 only, an additional \$10,000,000 umbrella or excess liability (for a total of \$15,000,000). Umbrella or excess policy shall include products liability completed operations coverage and may be subject to \$5,000,000 or \$15,000,000 aggregate limits. Further, the umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
- b. The STATE, including their officers, directors, agents, and employees, shall be named as additional insured under the Commercial General Liability policy with respect to liability arising out of or connected with work or operations performed by or on behalf of CONTRACTOR under this Agreement.
 - c. The policy shall stipulate that the insurance afforded the additional insured shall apply as primary insurance. Any other insurance or self-insurance maintained by the STATE will be excess only and shall not be called upon to contribute with this insurance.



COUNCIL COMMUNICATION

CC #: 9543

File #: 0214

Title: California Natural Resource Agency Urban Rivers Grant Program - Budget Adjustment

Contact: Matt Ocko 916-774-5738 mocko@roseville.ca.us
Delyn Ellison-Lloyd 916-746-1748 dellison-lloyd@roseville.ca.us

Meeting Date: 10/3/2018

Item #: 6.14.

RECOMMENDATION TO COUNCIL

Adopt an ordinance approving a budget adjustment to appropriate funds to initiate the first phase of the California Natural Resources Agency Urban Rivers Grant Program, which was awarded to the City in 2017. Costs for the first phase of the grant is \$150,000.00 for restoration of a portion of Dry Creek in Saugstad Park, which will be reimbursed by the State, per the terms of the grant agreement.

BACKGROUND

The City of Roseville was recently awarded a \$544,500.00 environmental restoration grant through the Proposition 1 California Natural Resource Agency Urban Rivers Grant Program. The proposed project focuses on a segment of Dry Creek bordering Saugstad Park, and will provide long term creek bank stability and environmental enhancement features. The proposed restoration segment of Dry Creek was identified as a high priority area for the City's proposed improvement projects in the Downtown Specific Plan area. This grant funded project would provide restoration funding for an area not covered under the mitigation requirements for the bridge relocation projects yet is still in dire need of repair.

FISCAL IMPACT

The grant award of \$544,500.00 is through the California Natural Resource Agency Urban Rivers Grant Program, and will be paid as reimbursements. The initial budget adjustment amount of \$150,000.00 will cover anticipated costs for the first year of the project. Moving forward, the remaining costs, up to the \$544,500.00 grant award limit, will be budgeted annually as needed until complete on of the project.

ECONOMIC DEVELOPMENT / JOBS CREATED

None at this stage in the project.

ENVIRONMENTAL REVIEW

Due to the location and environmental alterations within this project an environmental review process will be needed. Documentation of California Environmental Quality Act (CEQA) review, California Department of Fish & Wildlife code 1600 streambed alteration permit, as well as 401 & 404 permits with the Army Corps of Engineers. The costs associated with the application, review, and permitting process have been incorporated into the grant application.

Respectfully Submitted,

Matt Ocko, Environmental Compliance Specialist

Richard Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance No. 6015

Budget Adjustment

ORDINANCE NO. 6015

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2018-19
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 2018-19, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for restoration of a portion of Dry Creek in Saugstad Park, per request of the Environmental Utilities Department, as listed on the attached Request for Budget Adjustment in the amount of \$150,000.00.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this _____ day of _____, 2018, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT FINANCE DEPARTMENT

Instructions: Complete all necessary fields. Fields marked with an asterisk (*) are mandatory and required for processing. Obtain required approvals and process according to the procedure outlined in:

[A.R. 6.01 Budget Adjustment Policy & Procedure.](#)

For more detailed budget adjustment training information, including examples, please click on the following link:

[Miscellaneous Budget Training Information.](#)

REQUESTER*: Terri Shirhall

DEPARTMENT/DIVISION*: EU Business Services

FISCAL YEAR/EFFECTIVE DATE*: FY19/September 30, 2018

PROPOSED COUNCIL DATE (if applicable): 10/03/2018

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
150,000	30301	5101	224	183301	30	Stormwater Mgmt/Saugstad Creek Restoration
\$ 150,000	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
150,000	30301	3750	224	183301	76	Grant Revenue
\$ 150,000	TOTAL					

FINANCE USE	Approved:					
	<i>Paula Soto</i>	9/13/18			9/13/18	
	BUDGET MANAGER/DESIGNEE	DATE		Finance Director:	DATE	

Justification for Budget Adjustment*:

The City has received a Proposition 1 Natural Resources Agency Urban Grant of \$545,000 to restore a section of Dry Creek. This project is a high priority area in the Downtown Specific Plan area. The initial budget adjustment of \$150,000 will cover anticipated costs for the first year of the project. The balance of the award will be budgeted annually as needed until project completion.

Approved:		Approved:	
<i>David P. ...</i>	9-13-18		
REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	CITY MANAGER	DATE



COUNCIL COMMUNICATION

CC #: 9553

File #: 0708

Title: Second Reading - Repeal of Cable Franchise Ordinance
Contact: M. Sheidenberger 916-774-5325 msheidenberger@roseville.ca.us

Meeting Date: 10/3/2018

Item #: 6.15.

RECOMMENDATION TO COUNCIL

ORDINANCE NO. 6013 OF THE COUNCIL OF THE CITY OF ROSEVILLE REPEALING CHAPTER 2.40 OF TITLE 2, AND AMENDING SECTIONS 2.36.090 OF CHAPTER 2.36 AND 2.42.020 OF CHAPTER 2.42 OF TITLE 2 OF THE ROSEVILLE MUNICIPAL CODE REGARDING CABLE FRANCHISES, for second reading and adoption.

BACKGROUND

FISCAL IMPACT

ECONOMIC DEVELOPMENT / JOBS CREATED

ENVIRONMENTAL REVIEW

Respectfully Submitted,

Michelle Sheidenberger, Assistant City Attorney

Robert Schmitt, City Attorney



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance No. 6013

ORDINANCE NO. 6013

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE REPEALING CHAPTER 2.40 OF TITLE 2, AND AMENDING SECTIONS 2.36.090 OF CHAPTER 2.36 AND 2.42.020 OF CHAPTER 2.42 OF TITLE 2 OF THE ROSEVILLE MUNICIPAL CODE REGARDING CABLE FRANCHISES

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Chapter 2.40 of Title 2 of the Roseville Municipal Code is hereby repealed in its entirety.

SECTION 2. Section 2.36.090 of Chapter 2.36 of Title 2 of the Roseville Municipal Code is hereby amended to read as follows:

2.36.090 Franchises for particular purposes.

Notwithstanding any provision in this chapter to the contrary, a franchise to operate a refuse hauling service shall be granted in accordance with the provisions of Chapter 9.17.

SECTION 3. Section 2.42.020 of Chapter 2.42 of Title 2 of the Roseville Municipal Code is hereby amended to read as follows:

2.42.020 Purpose and authority.

A. This chapter is designed to regulate video service providers holding state video franchises and operating within the city.

B. As of January 1, 2007, the state of California, by and through the Public Utilities Commission, is the sole franchising authority for a state franchise to provide video service pursuant to the Digital Infrastructure and Video Competition Act (DIVCA) of 2006. Pursuant to DIVCA, a holder must calculate and remit a franchise fee to the city. The city shall also receive from all holders a fee for public, education, and government (PEG) purposes. While DIVCA grants sole authority to adopt customer service standards to the state of California, the city acquires the responsibility to establish and enforce penalties, consistent with state law, against all holders for violations of customer service standards. The city will require interconnections where feasible and require that holders comply with emergency alert system requirements.

SECTION 4. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 5. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 9536
File #: 0600-02

Title: Out of State Travel Request - Electric Department
Contact: Todd White 916-746-1668 twhite@roseville.ca.us

Meeting Date: 10/3/2018
Item #: 6.16.

RECOMMENDATION TO COUNCIL

Staff recommends Council approve out-of-state travel for two Electric Utility employees to attend two adjacent American Public Power Association conferences, the Public Power Forward Summit and the Cybersecurity Summit, in Austin, Texas on November 12-14, 2018. Funding is available in the Electric Utility's FY2018-19 budget.

BACKGROUND

In the midst of an evolving energy industry, Roseville Electric Utility must maintain a firm grasp on emerging trends with regard to customer expectations of service, rate structure models, and operational practices. The Public Power Forward Summit will allow staff to collaborate and discuss these changes with industry peers, as well as gain insights on how best to adapt the utility's business model in order to keep pace with the changing industry environment.

The Cybersecurity Summit will provide staff critical insights into the unique and ever-changing security challenges facing utilities today. It will also provide education on how best to use new technologies and practices to identify vulnerabilities, solidify defenses, and secure the utility's infrastructure.

FISCAL IMPACT

The total expected cost of attending the two conferences is approximately \$5,000.00. Funds are available in the Fiscal Year 2018-19 Electric Operations Fund budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

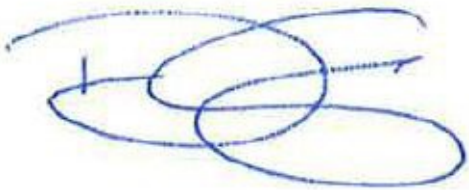
ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Todd White, Assistant Electric Utility Director

Michelle Bertolino, Electric Utility Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Cybersecurity Summit Agenda

Public Power Forward Summit Agenda



[\(https://www.publicpower.org/\)](https://www.publicpower.org/)

Powering Strong
Communities

TOPICS

MEMBERS

CONFERENCE

Cybersecurity Summit

November 13 - 14, 2018

Austin, Texas

REGISTER ([HTTP://EBIZ.PUBLICPOWER.ORG/APPAEBIZ/SSOSTAGE.ASPX?REDIRECTTO=HTTP://EBIZ.PUBLICPOWER.ORG/APPAEBIZ/MEETINGS/MEETING.ASPX&ID=8136](http://EBIZ.PUBLICPOWER.ORG/APPAEBIZ/SSOSTAGE.ASPX?REDIRECTTO=HTTP://EBIZ.PUBLICPOWER.ORG/APPAEBIZ/MEETINGS/MEETING.ASPX&ID=8136))

[Home \(/\)](#) / [Event](#) / [Cybersecurity Summit](#)



EVENT INFO

PROGRAM

REGISTRATION

HOTEL

FAQS

Summit Agenda

Tuesday, November 13

Noon – 1 p.m.

Registration

1 – 1:30 p.m.

Welcome and Introductions

Mike Hyland, Senior Vice President, Engineering Services, American Public Power Association

Khalil Shalabi, Vice President of Strategy, Technology, and Markets Operations, Austin Energy, Texas

1:30 – 2:30 p.m.

Keynote Presentation

High Tech, High Threat: Next Generation Cyber Challenges

Today, almost any device with an on-and-off switch can be connected to the Internet and to other devices. By 2020, there could be more than twenty-six billion connected devices. As this Internet of Things and other technologies evolve, so do threats to the electric grid. Today, cyber attackers are targeting more than laptops and servers. They are looking to break in at the operations, distribution, and even consumer level. Learn about new cyber vulnerabilities and how you can protect against them. Review the risks that emanate from the use of drones, robots, artificial intelligence, autonomous systems, AMI, and more. Learn how to mitigate the risks so you can leverage technologies of the future to provide safe, reliable service.

Peter Morin, Director, Cyber Security Services, KPMG, Halifax, Nova Scotia, Canada

2:30 - 2:45 p.m.

Break

2:45 – 4 p.m.

Know Your Enemy: Active Defense & Penetration Testing for Utilities

Understanding your adversaries and how they operate is crucial to cyber defense. This intelligence can lead to more effective prioritization of controls and improved detections for organizations "hunting for evil" in their networks. This knowledge of adversary capabilities can also be leveraged to simulate real-world attack scenarios on infrastructure during Penetration testing efforts and reveal the risk remediation that matters most. Hear from two public power utilities that have used Active Defense and Penetration testing to better protect their IT/OT systems.

Dan Gunter, Principal Threat Analyst, Dragos Inc., San Antonio, Texas; Brent Heyen and Mark Johnson-Barbier, Senior Principle Analysts, Cyber Security Architecture, SRP, Phoenix, Arizona; and Jessica Matlock, Director, Government Relations, External Affairs and Strategic Accounts, Snohomish County PUD, Everett, Washington

4 – 4:15 p.m.

Break

4:15 – 5:30 p.m.

Assessments Made Simple: The New Cybersecurity Scorecard

The new Cybersecurity Scorecard from the American Public Power Association is being used by a growing number of public power utilities to assess cybersecurity risks and build up defenses. Based on the DOE's Electricity Subsector Cybersecurity Capability Maturity Model, the scorecard — at a basic level — allows your utility to start assessing your cyber risks and vulnerabilities by completing a self-assessment comprising 14 questions. Based on the score, you get customized recommendations you can use to build a cybersecurity action plan. Learn how other utilities have benefited from using the scorecard to issue a wake-up call to management and get buy-in from policymakers to invest in cybersecurity. You can sign up for the scorecard platform at no charge at the end of the session.

Carter Manucy, Cyber Security Manager, Florida Municipal Power Agency, Orlando, Florida

5:30 – 6:30 p.m.

Reception

Wednesday, November 14

8 – 8:30 a.m.

Registration & Coffee

8:30 – 9 a.m.

DOE Opening Address

9 – 10:15 a.m.

Better Informed Is Better Prepared: Threat Alerts and Analysis

An essential component of your cyber defense system is to monitor industry-wide and cross-sector threat alerts so you'll know what you should be prepared for. Two trusted sources for threat information and analysis are the E-ISAC and MS-ISAC. E-ISAC offers situational awareness on security threats, remediation, task force reviews, and other resources. MS-ISAC, operated by the nonprofit Center for Internet Security, is the go-to resource for cyber threat prevention and recovery for U.S. state, local, tribal, and territorial government entities. Hear from both entities about the threat monitoring and analysis services they offer. Learn from the experience of a public power utility that has used both portals to stay aware of threats. Find out how you can participate in these portals, distill the information, and plan your responses and action plan.

Kenneth Carnes, Chief Information Security Officer, New York Power Authority, White Plains, New York; Bill Lawrence, Vice President and Chief Security Officer, E-ISAC, Washington, D.C.; and Ryan Spelman, Senior Director, Center for Internet Security, Albany, New York

10:15 – 10:30 a.m.

Break

10:30 – 11:45 a.m.

An Unclassified Threat Briefing

The U.S. faces a complex global cyber threat. The Intelligence Community World Wide Threat Assessment notes that the leading state intelligence threats to US interests will continue to be Russia and China. Other adversaries will pose local and regional cyber threats to U.S. interests. Adding to these threats is the clear targeting of the energy sector. Get information to help your organization understand threat actors and discuss options for enhancing energy security and resilience.

11:45 a.m. – 1 p.m.

Lunch Keynote

Tim Roxey, Chief Cyber Security Officer for the North American Electric Reliability Corporation (NERC), Washington, D.C.

1 - 1:15 p.m.

Break

1:15 – 2:45 p.m.

Building a Cybersecurity Culture: Tips and Tricks

Humans are the weakest link in the cybersecurity chain. Changing the leadership and staff culture to be more aware is often harder than putting the right hardware and software in place. Yet without the culture change, no cyber plan can be effective. Hear from a change management expert as well as a public power utility official on how you can motivate and train everyone on your team to practice good cyber hygiene and secure the frontiers of your utility against attackers.

Chris Kelley, Vice President, Beam Reach Consulting Group, Severna Park, Maryland

2:45 – 3 p.m.

Break

3 – 4:30 p.m.

Cybersecurity Innovations: From Research to Rally

The Department of Energy's National Laboratories have served as leaders of scientific innovation for more than seventy years. They address large scale, complex research and development challenges with a multidisciplinary approach that places an emphasis on translating basic science to innovation. Learn more about what the National Labs are doing on the cybersecurity front and how they translate cyber threat information into actionable programs. See how you can work with the labs and what resources you can get from collaborating with DOE.

David Manz, PhD, Senior Cyber Security Scientist, National Security Directorate/ Cyber Security Group, Pacific Northwest National Laboratory, Richland, Washington; and Virginia "Ginger" Wright, Domestic Nuclear Cyber Program Manager, Idaho National Laboratory

4:30 – 5 p.m.

Closing Discussion: Next Steps

Join Association staff and your utility peers at a roundtable discussion on the issues addressed throughout the summit. Discuss your challenges and questions with your peers. Plan next steps and see how public power can work together to secure the grid against cyber attacks.

5 p.m.

Adjourn

We were doing grid mod



SENSUS
a xylem brand



[\(/education-and-events\)](/education-and-events)



[\(https://www.publicpower.org/\)](https://www.publicpower.org/)

*Powering Strong
Communities*

TOPICS

MEMBERS

CONFERENCE

Public Power Forward Summit

November 12 - 13, 2018

Austin, Texas

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REDIRECTTO=HTTP://EBIZ.PUBLICPOWER.ORG/APPAEBIZ/MEETINGS/MEETING.ASPX&ID=7732\)](http://ebiz.publicpower.org/appaebiz/ssostage.aspx?REDIRECTTO=HTTP://EBIZ.PUBLICPOWER.ORG/APPAEBIZ/MEETINGS/MEETING.ASPX&ID=7732)**

[Home \(/\)](#) / [Event](#) / [Public Power Forward Summit](#)



EVENT INFO

PROGRAM

REGISTRATION

HOTEL

FAQS

Program

Monday, November 12

7:30 – 8:30 a.m.

Registration & Coffee

8:30 – 9:15 a.m.

Evolving to Our Future: Global Trends

- **Sue Kelly**, President and CEO, American Public Power Association

Building a Better Austin: Innovative Energy Solutions

- **Jacqueline Sargent**, General Manager, Austin Energy, Texas

9:15 – 10 a.m.

Keynote Presentation

Scott Ungerer, Founder & Managing Director, EnerTech Capital, has been a visionary and recognized leader in venture capital investing for the traditional and advanced energy sectors for nearly 20 years. He looks for opportunities that reduce the cost and/or improve the customer experience related to all aspects of energy supply, delivery and usage. His areas of expertise include companies that sell into the following sectors: central and distributed power generation; electric transmission; electric, natural gas and water distribution; energy management for the customer premise; broadly defined Intelligent Grid; and transportation. He serves on the E Source Advisory Committee, the Industrial Internet Consortium (Chairman of the SmartGrid TestBed Program's Advisory Group); and formerly served as a board member of the Smart Grid Interoperability Panel (SGIP); Chairman of the VC Advisory Board for the National Renewable Energy Lab; member of the Battelle Energy Advisory Council; and member of the Cleantech VentureNetwork Advisory Board.

Scott will share his thoughts on the future of the energy industry, customer expectations and what public power utilities can do to be successful.

10 – 10:15 a.m.

Break

10:15 – 11:45 a.m.

Store Up Your Energy Storage Options

Federal and state regulations are encouraging energy storage. FERC is leaning towards a greater role for storage in the energy markets. Several states are offering grants and even setting energy storage targets or mandates. Coast to coast, public power utilities of all sizes have adopted or are exploring how to deploy storage to shave peak loads, reduce costs, and increase reliability. See what the future holds and learn how your utility can leverage new opportunities. Examine the latest storage technologies and determine what might be best for you.

Felix Aguayo, Director, Distributed Electricity and Storage, EDF Renewables, San Diego, California; and **Nitzan Goldberger**, State Policy Director, Energy Storage Association, Washington, D.C.

11:45 a.m. – 1 p.m.

Lunch Keynote

Tap Into the Evolving Energy Ecosystem

Electrification of transport, home heating, and water heating provides opportunities for load growth, but also may provide challenges to your existing infrastructure in meeting the demand for these new technologies. Consider how you need to adapt your business model and infrastructure to take advantage of new loads with electrification, and examine the role of the grid in supporting distributed energy resources, dealing with changing loads, and meeting evolving customer expectations. Discover how to unlock the potential of new DER technologies with 360-degree resource planning and integration, targeted investments, and continuous operational awareness.

Rob Chapman, Vice President, Energy & Environment, Electric Power Research Institute, Palo Alto, California; and **Paul Zummo**, Director, Policy Research & Analysis, American Public Power Association, Arlington, Virginia

1 – 1:15 p.m.

Break

1:15 – 2:30 p.m.

Prepare Now for the New Rate Race

Solutions are still evolving for utility rate design to support distributed energy resources. Net energy metering has been the fallback option but it results in customers subsidizing each other, limits cost recovery for the utility, and send ineffective price signals. States and utilities are reexamining rate structures to design options that are fair to all customers, whether or not they have distributed generation. Join a panel of forward-thinking utility leaders to hear about innovative rate designs that support the core public power values of affordability, reliability, and responsiveness to community needs.

Christopher Mickelson, Energy Analyst, Finance and Corporate Services Division, Austin Energy, Texas; and **Brian Skelton**, President, Tullahoma Utilities Authority, Tennessee

2:30 – 2:45 p.m.

Break

2:45 – 4:15 p.m.

Mine the Real Costs: The Bitcoin Dilemma

Bitcoin mining can create instant load growth of as much as 25 megawatts or more. But Bitcoin's transitory nature makes it difficult for utilities to plan for a load that, literally, might be here one day and gone the next. While some utilities have welcomed energy-intensive bitcoin miners, others are imposing moratoriums while they grapple with how to handle this new load. Learn how you can leverage local opportunities while considering reliability, safety and public health, rates, and community interests. See how you can limit the impact of heavy bitcoin loads on other customers and what additional costs you may incur to serve bitcoin miners, if the phenomenon persists.

Casey Crabtree, Director of Economic Development, Heartland Consumers Power District, Madison, South Dakota; **Andrew McMahon**, General Manager, Massena Electric Department, New York; and **Steve Wright**, General Manager, Chelan County PUD, Wenatchee, Washington

4:15 – 4:30 p.m.

Break

4:30 – 5:30 p.m.

Round table Discussions

Join the round table of your choice to debrief on topics covered through the day and share ideas and takeaways with your peers.

5:30 – 6:30 p.m.

Reception

Relax and network with your public power peers.

Tuesday, November 13

8 – 8:30 a.m.

Registration & Coffee

8:30 – 9:45 a.m.

Get Smart: Powering the Connected Future

The Internet of Things is increasingly affecting us on three levels – the smart self, the smart home, and the smart city. Examine where you stand at the intersection of data and technology in this increasingly connected world. Learn how the growth of AMI can help your utility tune into the apps, devices, and business models of the future. Explore new opportunities to collect and analyze data on energy use and customer behaviors. Discuss how you can manage reams of data while addressing data privacy and cybersecurity concerns.

Juliet Shavit, President, SmartMark Communications, LLC, Langhorne, Pennsylvania

9:45 – 10 a.m.

Break

10 – 11:15 a.m.

Charge Forward: Evolutions in EV Infrastructure

There are more than 700,000 electric vehicles on the road in North America. It is estimated that by 2025, 25 percent of vehicles sold will be electric. How are other electric utilities preparing for this explosive growth and what can you learn from them? Find out why and when it makes sense to invest in charging infrastructure in public places. Explore costs and returns, available technologies, and opportunities for collaboration with third party vendors. Discover how you can leverage data from charging stations to monitor and influence energy usage and environmental impacts.

James Ellis, Senior Director, Utility Solutions, ChargePoint, Campbell, California; and **Brent Ridge**, Energy Northwest Vice President, Corporate Services and Chief Financial Officer, Energy Northwest, Richland, Washington; and **Pete Westlake**, Sustainability Programs Manager, Orlando Utilities Commission, Florida

11:15 a.m. – Noon

Public Power Forward: On the Ground

Learn about new resources offered by the American Public Power Association, including a toolkit for utilities developed in collaboration with the Minnesota Municipal Utilities Association. Get answers to your questions and tell us about your needs and ideas for future resources and programs.

Noon

Adjourn

We were doing grid mod



sensus
a xylem brand



[\(/education-and-events\)](#)



● PUBLIC POWER FORWARD SUMMIT RESOURCES

- [Online registration \(http://ebiz.publicpower.org/APPAEbiz/SSOStage.aspx?redirectto=http://ebiz.publicpower.org/APPAEbiz/Meetings/Meeting.aspx&id=7732\)](http://ebiz.publicpower.org/APPAEbiz/SSOStage.aspx?redirectto=http://ebiz.publicpower.org/APPAEbiz/Meetings/Meeting.aspx&id=7732)
- [Registration form \(PDF\)](#)
(<https://www.publicpower.org/system/files/documents/2018%20Public%20Power%20Forward%20fillable.pdf>)
- [Preliminary program \(/system/files/documents/2018-Public-Power-Forward-Summit-brochure.pdf\)](#)
- [Past summit presentations \(https://www.publicpower.org/public-power-forward-summit-past-presentations\)](https://www.publicpower.org/public-power-forward-summit-past-presentations)
- [Sponsorship opportunities \(/public-power-forward-summit-sponsorship-opportunities\)](#)

● CONTACT THE EDUCATION AND EVENTS TEAM

Contact our education team for information on our meetings, webinars, and in-house training.

☎ [\(202\) 467-2978 \(tel:%28202%29467-2978\)](tel:(202)467-2978)

✉ [EducationInfo@PublicPower.org \(mailto:EducationInfo@PublicPower.org\)](mailto:EducationInfo@PublicPower.org)

BECOME A MEMBER

[Join Now](#)

MEMBER BENEFITS

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● About the American Public Power Association

The American Public Power Association is the voice of not-for-profit, community-owned utilities that power 2,000 towns and cities nationwide.

● Useful Links

[Become a Member \(/about/join\)](/about/join)

[Advertise/Sponsor \(/about/advertising-and-sponsorships\)](/about/advertising-and-sponsorships)

[Advocate \(/issues-and-policies/take-action\)](/issues-and-policies/take-action)

[Post Jobs \(http://careers.publicpower.org/home/index.cfm?site_id=7204\)](http://careers.publicpower.org/home/index.cfm?site_id=7204)

[Antitrust Statement \(https://www.publicpower.org/system/files/documents/Privacy%20Policy.pdf\)](https://www.publicpower.org/system/files/documents/Privacy%20Policy.pdf)

[Privacy Policy \(/privacy-policy\)](/privacy-policy)

● Elite Associate Members

Elite associate membership offers exclusive, valuable opportunities to connect with decision makers and influencers at community-owned utilities. [Join now \(/about/join\)](/about/join).



<http://www.ufsweb.com/>



<https://redclay.com/>



<http://www.arcos-inc.com/>



[http://bakertilly.com/industry-and-utilities\)](http://bakertilly.com/industry-and-utilities)



[https://www.siemens.com/energy/gas.html\)](https://www.siemens.com/energy/gas.html)



COUNCIL COMMUNICATION

CC #: 9534
File #: 0600-02

Title: Out of State Travel Request - Economic Development Housing Division
Contact: Danielle Foster 916-774-5446 dfoster@roseville.ca.us

Meeting Date: 10/3/2018
Item #: 6.17.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council approve out-of-state travel for the Housing Manager to attend a 3-day orientation and training with the Built for Zero Program through Community Solutions held in Detroit, Michigan, October 9-11, 2018. Funding for training was approved within the FY2018-19 budget for the Community Development Block Grant (CDBG) Program. There will be no impact to the General Fund.

BACKGROUND

As a member of the countywide Continuum of Care, the Homeless Resource Council of the Sierras (HRCS) and as a partner in countywide efforts to address homelessness, the City of Roseville actively participates in collaborations to improve local data and reduce homelessness in Placer County. Consistent with these efforts, Placer County is members of the Built for Zero program that provides strategies and best practices for better obtaining and managing data, increasing countywide efficiencies, and getting closer to reducing and reaching effective zero for veteran and chronic homelessness locally.

Given Roseville's participation in these efforts, Placer County has invited Roseville staff to join them in Detroit for a program orientation and training free of charge. There is an associated cost of \$1,200 to cover the Housing Manager's airfare, per diem, and lodging for the 3-day orientation and training. Funding is available for training within the approved FY 2018-19 budget for the Community Development Block Grant (CDBG) Program. There will be no impact to the General Fund.

Future training related to this effort will be held within California. Staff is hopeful that the information provided by Built for Zero will assist in the local reduction of homelessness. More background about this initiative can be found at: <https://www.csbuiltforzero.org/>

FISCAL IMPACT

The estimated cost for airfare, lodging and per diem for the 3-day orientation and training program is \$1,200.00. Funding for training was approved with the FY2018-19 budget for the CDBG Program (Fund 260). The CDBG Program is a federally-funded program. This item will not impact the General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Danielle Foster, Housing Manager

Laura Matteoli, Economic Development Director

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

Dominick Casey, City Manager



COUNCIL COMMUNICATION

CC #: 9535
File #: 0600-02

Title: Out of State Travel Request - Police Department
Contact: Traci Drake 916-746-1081 tdrake@roseville.ca.us

Meeting Date: 10/3/2018
Item #: 6.18.

RECOMMENDATION TO COUNCIL

Approve travel for two detectives to attend the Social Media and Open Source Intelligence course in Redmond, Washington October 8-9, 2018.

BACKGROUND

The National White Collar Crime Center is conducting the training at Microsoft, free of charge. The course covers the skills investigators need to conduct successful online investigations involving social media. They will learn how to successfully capture and preserve information, best practices for investigative user accounts and gain hands-on experience in open-source advanced search techniques, sites, and tools to help socially engineer and gather information. The detectives will be able to bring this information back to our agency to better position us in conducting investigations using multiple social media platforms.

FISCAL IMPACT

The National White Collar Crime Center does not impose a fee for training. The cost to the City would be approximately \$976. This will cover airfare, hotel, car rental and per diem. There are sufficient funds in the Police Investigations training budget to cover the expense.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable to this out-of-state travel request.

ENVIRONMENTAL REVIEW

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

a direct or reasonably foreseeable indirect physical changes in the environment (CEQA Guidelines §15061(B)(3)). Out of state travel does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Traci Drake, Public Safety Program Coordinator

James Maccoun, Police Chief

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

Dominick Casey, City Manager

ATTACHMENTS:

Description

Social Media and Open Source Intelligence



National White Collar Crime Center

To register, visit our training site at:

www.nw3c.org

Questions? Call 877-528-7674

CI 201

Social Media & Open Source Intelligence (SMOSI)

**Cyber
Investigation**

**Classroom
course**

2 days

**Prerequisite:
None**

This course covers the skills investigators need to conduct successful online investigations involving social media. Topics include internet basics such as IP addresses and domains, an overview of currently popular social media platforms, and best practices for building an online undercover profile. Instructors demonstrate both open-source and commercially-available investigative tools for social engineering, information gathering, and artifacts related to social media; as well as automated utilities to capture information and crawl websites.

This course is funded through OJJDP. To register for this class, you must be affiliated with an ICAC Task Force. Furthermore, you must agree to comply with the Best Practices and Standards established by ICAC. If you have any questions about the ICAC Best Practices and Standards, please contact your ICAC commander.

Internet basics

IP address assignment, resolving domains and IP addresses, networking overview.

Popular sites

Facebook, Twitter, KiK Messenger, Snapchat, Instagram, tumblr, and more.

Tools and techniques

Open-source and commercial products. Social engineering. Capturing information and artifacts; crawling websites. Best practices for investigative user accounts.

Hands-on experience

Use many different free open-source advanced search techniques, sites, and tools to help socially engineer and gather information. Participate in live demonstrations. (Requires Facebook, Twitter, and Instagram accounts.)



Version 3.1, updated April 2018



Office of Juvenile Justice and
Delinquency Prevention

This project was supported by Grant No. 2013-MC-FX-K002 awarded by the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs, U.S. Department of Justice. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice.

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Drake, Traci

From: -
Sent: Tuesday, September 11, 2018 9:59 AM
To: Drake, Traci
Subject: FW: NW3C SMOSI, Redmond-CONFIRMATION-Ganguet 53978_S

See below:

-----Original Message-----

From: nw3c@fvtc.edu [mailto:nw3c@fvtc.edu]
Sent: Tuesday, September 11, 2018 7:09 AM
To: -
Subject: NW3C SMOSI, Redmond-CONFIRMATION -

Dear Detective :

This email confirms your enrollment in NW3C's training course, NW3C Social Media & Open Source Intelligence on 10/08/2018 thru 10/09/2018 in Redmond, Washington. The training will start promptly at 8:00AM.

If you are unable to attend this class, it is imperative and a matter of professional courtesy that you notify the ICAC Program at 877-798-7682 as soon as possible so that the seat can be filled by another student.

PLEASE BE ADVISED THAT YOU MUST BRING YOUR CREDENTIALS (agency ID or commission card) AND A PHOTO ID WITH YOU ON THE FIRST DAY OF CLASS FOR CHECK-IN.

DRESS CODE: Business casual (Dockers, etc). Please refrain from shorts, blue jeans, etc.

During class, we provide handouts to help, but do not supply instruction manuals. Rather, you are given a thumb drive containing all class presentations, as well as other relevant material. You may also want to bring a laptop computer so you can review the material on the thumb drive on your own time; personal laptops are not to be used in the classroom.

The instructors in this course will be covering live demonstrations using various sites that require login credentials. Should attendees want to participate and follow along they will need to have created the following accounts prior to coming to class. * A Google Email account - (Must be gmail) * A Facebook account * A Twitter account * A KiK Messenger account * An Instagram account

TRAVEL: Attendees are responsible for their own travel, hotel and meal expenses.

TRAINING LOCATION:

Host: Seattle Police Department
Location: Microsoft Corporate West Campus
15010 NE 36th St
Building 92
Redmond, WA 98052
Contact: Det. Ian Polhemus 206-684-8651; Ian.Polhemus@seattle.gov



COUNCIL COMMUNICATION

CC #: 9538
File #: 0102-06

Title: Proclamation - Roseville Better Gardens Club 90th Anniversary
Contact: Sonia Orozco 916-774-5269 sorozco@roseville.ca.us

Meeting Date: 10/3/2018
Item #: 6.19.

RECOMMENDATION TO COUNCIL

Proclaim October 16, 2018 as the Roseville Better Gardens Club 90th Anniversary and encourage all citizens and civic organizations to participate in amateur gardening promoting healthy living and community beautification.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Sonia Orozco, City Clerk



Dominick Casey, City Manager

ATTACHMENTS:

Description

Proclamation - Roseville Better Gardens Club 90th Anniversary

CITY OF ROSEVILLE



Roseville Better Gardens Club 90th Anniversary ~ October 16, 2018

WHEREAS, the Roseville Better Gardens Club was formed in May 1928 and became incorporated in October the same year. A non-profit organization that is celebrating its 90th anniversary is anything but a garden-variety community organization. For its sustained participation in district, club, civic, and conservation activities and projects, the Roseville Better Gardens Club, is a member of the Garden Foothills District within California Garden Clubs, Inc., within the Pacific Region and within the National Garden Clubs, Inc., and has earned the "Blue Ribbon of Achievement" designation for their club; and

WHEREAS, the purpose and objective of the Roseville Better Gardens Club are to further the interest of the members in all aspects of home gardening in Roseville and the surrounding vicinity; to promote, create and further interest in amateur gardening, and to assist in movements of all kinds having the objective of conservation and enhancement of and appreciation of the natural beauties of the State of California; and

WHEREAS, to fulfill this aim, the Roseville Better Gardens Club encourages civic beautification and roadside development; assists in conservation projects and cooperates with various agencies in furthering the interests of horticulture and landscape design; and

WHEREAS, the Club's ongoing activities include planting trees on Arbor Day; fund-raising for Penny Pines, which collects monies in support of California National Forests to purchase seedlings for reforestation; and

WHEREAS, on the civic duty front, the Club is equally busy, participating in several community service projects, including Roseville's annual Maidu Park Clean-Up; and something new in 2018 was the establishment of a Scholarship Award.

NOW, THEREFORE, I, SUSAN ROHAN, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, on behalf of the City Council, do hereby proclaim October 16, 2018, the **Roseville Better Gardens Club 90th Anniversary** and urge citizens and civic organizations to participate in amateur gardening promoting healthy living and community beautification efforts.

SIGNED AND APPROVED this 16th day of October, 2018.

SUSAN ROHAN, MAYOR

ATTEST:

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA





COUNCIL COMMUNICATION

CC #: 9554
File #: 0102-06

Title: Resolution of Commendation and Appreciation to Pastor Francis Anfuso
Contact: Rosalinda Parra 916-774-5287 rparra@roseville.ca.us

Meeting Date: 10/3/2018
Item #: 6.20.

RECOMMENDATION TO COUNCIL

Recommend Pastor Francis Anfuso be commended for his outstanding service and congratulated for his many accomplishments, and wished a long, healthy, and enjoyable retirement.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

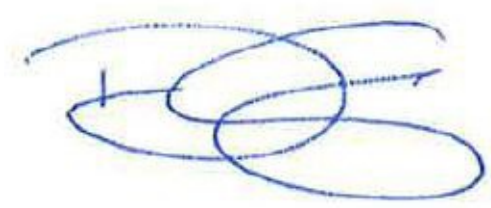
ENVIRONMENTAL REVIEW

Resolutions are not considered a project as defined by the California Environment Quality Act (CEQA) (CEQA guidelines Section 5378). Consequently, no CEQA action is required.

Respectfully Submitted,

Rosalinda Parra, Deputy Clerk

Sonia Orozco, City Clerk



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution of Commendation and Appreciation to Pastor Francis Anfuso

CITY OF ROSEVILLE



OF

COMMENDATION AND APPRECIATION

WHEREAS, Pastor Francis Anfuso was born in 1949 in Brooklyn, New York, took his first communion on May 14, 1955, received Jesus as Lord and Savior in Smartsville, California in 1972, and pastored a Christian community called Morning Star; and

WHEREAS, Pastor Francis and Suzie married in 1975 and they have twin daughters, Deborah and Havilah, who have blessed them with seven grandchildren; and

WHEREAS, Pastor Francis started The Rock of Roseville in 1997 whereby thousands have visited the Rock and have been touched by the Spirit of God and countless lives have been changed; and

WHEREAS, from 1981 to 1997, Pastor Francis and his family traveled, conducting seminars in churches and Christian conferences in 10 nations, and the founder of Christian Equippers International and 21st Century Ministries, Pastor Francis developed textbooks, booklets, tracts, seminars, music albums, videos, and training courses for Christians throughout the world.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, that **Pastor Francis Anfuso** be commended for his outstanding service and congratulated for his many accomplishments, and wished a long, healthy, and enjoyable retirement.

SIGNED AND APPROVED this 3rd day of October, 2018.

SUSAN ROHAN, MAYOR

ATTEST:

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA





COUNCIL COMMUNICATION

CC #: 9541

File #: 0201-01 & 0203-12

Title: Police K9 Program - Sole Source Purchase and Budget Adjustment

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

Meeting Date: 10/3/2018

Item #: 7.1.

RECOMMENDATION TO COUNCIL

Adopt an ordinance amending the police budget in the amount of \$25,000.00, and authorize a sole source purchase of Police K9's, specialized training and monthly maintenance training from John Riboni Sport Dog Training in the amount of \$47,000.00. The police department has received revenue funds in the amount of \$25,000.00, from an anonymous resident, to be used towards the K9 program for the purchase of a new dog, training and equipment.

BACKGROUND

In August of 2018, the police department received a generous donation, from an anonymous Roseville resident, wanting to help with the current Police K9 program, for the purchase of a new dog, as well as associated equipment and training. The police department utilizes a single vendor to purchase and train all department K9's. In the past we have been able to stay under the council limit with our Service Agreement for purchases and training. However, in FY19 the police department will be purchasing two dogs, one from the donation and the other from Police Asset Forfeiture funds, as well as paying for training classes for both dogs. This year, the contract for K9 services, including two new K9's, specialized training, and maintenance training will cost approximately \$47,000.00.

In order to keep consistent with the type of K9 we purchase, as well as the formatted training we use for the K9's, the department wants to continue to use our current provider. This allows the department to maintain an on-going cooperative partnership in selecting our dogs and determining the training they will receive. Our current team consists of dogs picked and trained by our current vendor.

FISCAL IMPACT

The budget adjustment will add \$25,000.00 to the police department's FY19 budget for the payment of a new police K9, and training and equipment for the police K9 program. The City has received the check for deposit, and there will be no net fiscal impact on the City.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical changes in the environment (CEQA Guidelines §15061(B)(3)). A budget adjustment does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Shelly Bracco, Administrative Analyst

James Maccoun, Police Chief



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance No. 6014

budget adjustment

ORDINANCE NO. 6014

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2018-19
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 2018-19, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds from a donation and direct such funds to the Police K9 program, per the request of the Police Department, as listed on the attached Request for Budget Adjustment in the amount of \$25,000.00.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this _____ day of _____, 2018, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT FINANCE DEPARTMENT

Instructions: Complete all necessary fields. Fields marked with an asterisk (*) are mandatory and required for processing. Obtain required approvals and process according to the procedure outlined in: A.R. 6.01 Budget Adjustment Policy & Procedure.

REQUESTER*: Shelly Bracco

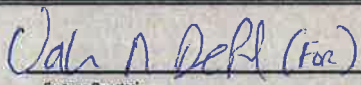
DEPARTMENT/DIVISION*: Police/ Administration

FISCAL YEAR/EFFECTIVE DATE*: FY19

PROPOSED COUNCIL DATE (if applicable): 10/03/2018

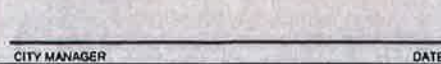
For more detailed budget adjustment training information, including examples, please click on the following link:

Miscellaneous Budget Training Information.

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
25,000	05531	6001	100	655511	40	Patrol Capital/ K9 purchase, equip., training
\$ 25,000	TOTAL					
SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
25,000	05531	3809	100			Donation (Private) - for K9
\$ 25,000	TOTAL					
FINANCE USE						
Approved:  9/14/18 BUDGET MANAGER/DESIGNEE DATE Approved:  9/14/18 Finance Director Date						

Justification for Budget Adjustment*:

In August of 2018, the police department received a \$25,000 donation, from an anonymous Roseville resident, wanting to help with the current Police K9 program, for the purchase of a new dog, associated equipment, and specialized training. This budget adjustment will allow for the capital expense which is fully funded by the donation.

Approved:	Approved:
	
REQUESTING DEPARTMENT HEAD / DESIGNEE DATE	CITY MANAGER DATE



COUNCIL COMMUNICATION

CC #: 9537

File #: 0102

Title: Request for Council Discretionary Funds
Contact: Amy Ruiz 916-774-5362 aruiz@roseville.ca.us
Sonia Orozco 916-774-5269 sorozco@roseville.ca.us

Meeting Date: 10/3/2018

Item #: 8.1.

RECOMMENDATION TO COUNCIL

Request City Council discuss and consider by motion, a request from The Salvation Army for Council Discretionary Funds for their Red Kettle Kickoff Annual Luncheon on Tuesday, October 23, 2018 at 11:30 a.m. at the Timber Creek Ballroom, Sun City Roseville. All proceeds stay in our community and fund the continuation and growth of programs in South Placer County. The sponsorship levels are Single Ticket \$50, Friend \$500, Bronze \$1,500, Silver \$2,500, and Gold \$5,000. Any sponsorship would be greatly appreciated.

The balance remaining in the Council's Discretionary Funds for FY2019 is \$31,409.00.

BACKGROUND

The Citizens' Benefit Fund was established in 1993 with the net proceeds from the sale of the Roseville Hospital. The City Council may, after receiving the recommendation of the Roseville Grants Advisory Commission, annually appropriate up to 90 percent of the annual earnings of the Citizens' Benefit Fund for the purpose of improving the quality of life for the citizens of the City of Roseville. In addition, the City Council, without the recommendation of the Roseville Grants Advisory Commission, may annually appropriate a minor amount up to \$15,000.00 of the annual earnings for the purpose of improving the quality of life in Roseville.

The request is from The Salvation Army for sponsorship for their Red Kettle Kickoff Luncheon on October 23, 2018 at the Timber Creek Ballroom in Sun City. All proceeds stay in our community and fund the continuation and growth of programs in South Placer County.

FISCAL IMPACT

There is no fiscal impact to the City's general fund. Annually the City Treasurer allocates \$15,000.00 of the annual earnings on the Citizens' Benefit Fund per section 4.06.04 in the Municipal Code and is included in the annual budget along with the Citizens' Benefit Funds available for appropriation each

year. These earnings are restricted for the purpose of improving the quality of life for the citizens in Roseville and appropriated by the City Council.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

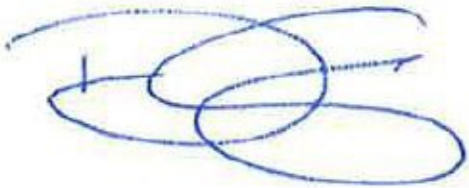
ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Amy Ruiz, Management Assistant

Sonia Orozco, City Clerk



Dominick Casey, City Manager

ATTACHMENTS:

Description

The Salvation Army Red Kettle Kickoff



LIVING LOVED

The Salvation Army 2018 Annual Community Luncheon And Red Kettle Kick-off

Timber Creek Ballroom, Sun City Roseville
7050 Del Webb Boulevard, Roseville, CA 95747
Tuesday, October 23, 2018 11:30am - 1:00pm

Major Stromberg



It is our pleasure to once again kick-off the 2018 Christmas Kettle Drive and Annual Luncheon at the fabulous Timber Creek Ballroom. This year our special guest speaker will be our own **Major Jeanne Stromberg**. She will share experiences from her phenomenal life of service beginning with her birth at a Salvation Army facility. This year's program will also feature personal testimonies from local community members relating their stories of changed lives. You will hear a mom share how her children were cared for in youth programs; how a family experienced love through social services at Christmas; how a young man who came from addiction and a broken home is now a thriving member and volunteer; and how a local businessman was helped by our Emergency Disaster Relief.

Gratefully, **Paul Robins** has agreed to return as our master of ceremonies. Paul is a successful TV broadcaster, avid reader, writer of mystery novels, marathoner, and "Pops" to his family. Paul's Salvation Army roots run deep with connections all the way back to the early days in England with Gen. William Booth. His passion for the Army is contagious.



For the first time, a SILENT AUCTION will be held during our Luncheon. We know how fun and exciting this can be, so please come early to view the many choices available.

The Annual Luncheon and Red Kettle Kick-off is the only community fundraiser hosted by the Advisory Board in support of Roseville Salvation Army. All proceeds raised by the Luncheon and the Red Kettle Campaign stay in our in our community and fund the continuation and growth of programs in South Placer County including our EDS support equipment and team. Thank you for supporting our work in South Placer County.

Linda Waage, Chair
2018 Salvation Army Luncheon

Lieutenants Stephanie & Steve Pavlakis
The Salvation Army of South Placer County

2018 SPONSORSHIP AGREEMENT FORM

☐ Yes! We will participate as a Sponsor for the 2018 Annual Luncheon and Red Kettle Kick-off

(Please Print Clearly)

COMPANY: _____

ADDRESS: _____

CITY / STATE / ZIP: _____

CONTACT: _____ ATTENDEE COUNT: _____ PHONE: _____

EMAIL: _____ FAX: _____

SIGNATURE: _____ DATE: _____

SELECT SPONSORSHIP LEVEL: Details of each Sponsorship level are on the reverse side of this flyer.

☐ **GOLD: \$5,000+** ☐ **SILVER: \$2,500** ☐ **BRONZE: \$1500** ☐ **FRIEND: \$500** ☐ **Single ticket price \$50**

Sponsor Agreement, your company logo (.jpg version), and payment are due no later than **October 15th**.

Contact: Cindy Taylor (916) 784-3382 ext. 207 or email: cindy.taylor@usw.salvationarmy.org

Please make check payable to: The Salvation Army and send to:

The Salvation Army, Annual Luncheon, P.O. Box 1372, Roseville, CA 95678

Tax Exempt ID #941156347





LIVING L♥VED

The Salvation Army **2018 Annual Community Luncheon** **and Red Kettle Kick-off**

Timber Creek Ballroom-Sun City Roseville
7050 Del Webb Boulevard, Roseville, CA 95747
Tuesday, October 23, 2018 11:30am - 1:00pm

I. GOLD sponsor

\$5,000 and up

- Contributor will be listed as Co-sponsor.
- A Representative from your company will have an opportunity to participate in the program.
- Display poster at registration and in the program.
- Company name recognition on dedicated VIP Luncheon table. Please provide 10 attendee names by October 15, 2018 or we will accept unassigned lunches as your generous donation for a volunteer attendee.

II. SILVER sponsor

\$2,500 - \$4,999

- Company name recognition on dedicated Luncheon table.
- Display poster at registration and in the program.
- Please provide 10 attendee names by October 15, 2018, or we will accept unassigned lunches as your generous donation for a volunteer attendee.

III. BRONZE sponsor

\$1,500 - \$2,499

- Company name recognition on dedicated Luncheon table.
- Please provide 10 attendee names by October 15, 2018 or we will accept unassigned lunches as your generous donation for a volunteer attendee.

IV. TSA FRIEND / HOST A TABLE

\$500 - \$1,499

- Dedicated Luncheon table.
- Please provide 10 attendee names by October 15, 2018, or we will accept unassigned lunches as your generous donation for a volunteer attendee.

Single Luncheon price

\$ 50

Please make check payable to: The Salvation Army and send to:
The Salvation Army, Annual Luncheon, P.O. Box 1372, Roseville, CA 95678

Tax Exempt ID #941156347



COUNCIL COMMUNICATION

CC #: 9551
File #: 0203-50

Title: Tower Theatre Request for Proposals for Facility Operator
Contact: Wayne Wiley 916-774-5283 wwiley@roseville.ca.us

Meeting Date: 10/3/2018
Item #: 8.2.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council take the following action:

1. Authorize staff to issue a Request for Proposals (RFP) for an operator to lease the Tower Theatre in accordance with the property deed restrictions and consistent with the vision of the Downtown Roseville Specific Plan.

BACKGROUND

The Tower Theatre is a historic Art Deco Style Theatre located at 417 Vernon Street within the City's Downtown Roseville Specific Plan. The 225 seat venue is currently owned by the City of Roseville and is one of two theatres located within the Downtown core. Originally built in the 1940's, the 16,000 square-foot theatre has been an icon in Roseville's downtown community providing a variety of performing arts events related to acting, choir, dance, and media workshops. Presently, Stand Out Talent (SOT) is the resident organization and operator of the theatre, which provides theatrical plays and performing arts activities.

In 1989, Angelo K. Tsakopoulos gifted the Tower Theater to the City of Roseville. As part of that transaction, a deed restriction was recorded on the property with two restrictions. The first deed restriction prohibits the sale of the building for the life of the grantor without the grantor's prior written consent. The second deed restriction requires the property/facility to be used for the benefit of the arts in perpetuity. Please refer to Attachment 1 for a copy of the 1989 Grant Deed.

To date, the building has been used by several minor venue operators, with SOT being the most recent resident organization occupying the building for the past seven years. The lease agreement between the City of Roseville and SOT is currently expired and SOT has indicated that they will be vacating the premises on or before December 31, 2018. Accordingly, staff is requesting release of a RFP to solicit proposals for a new operator of the Tower Theatre.

The RFP is currently written with a goal of identifying an operator that will generate a year-round schedule consisting of community and cultural events and programs that provide a venue for a vibrant arts community and entertainment district. As outlined in the Roseville Arts and

Entertainment Strategic Plan, an analysis of the competitive environment for performing arts facilities in the region shows an opportunity that can potentially be realized by programming in one or more venues in Roseville. The opportunity with the subject site, is first to provide a performing art venue for the Roseville region, and second, to include programming that consistently provides a range of entertainment options that bring additional patrons to our downtown, furthering the goals of the Downtown Specific Plan.

The selected operator of the Tower Theatre is anticipated to be a long-term asset within the Downtown. The organization is expected to perform marketing outreach, nurture and extend partnerships throughout the region, capitalize on the proximity to the Town Square, and add value to existing and future businesses located within the area.

Following the release of the RFP and selection of a resident operator, staff will negotiate the specific terms of the lease agreement. A sample contract is provided in Attachment 2, which outlines lease terms similar to the previous agreement with SOT. The lease terms that have been modified/added that are of particular note include the following:

- Requirement of the new Operator to pay 85% of the water, sewer, and electric utility costs based on the previous 24-month utility bill average (this amount excludes the utility use of the Barber Shop tenant space and the cost of operating the neon Theatre sign).
- The collection of rent in an amount up to \$350 to cover the building maintenance costs;
- Elimination of the requirement of the future tenant's participation in public events; and
- A reduction in the City's right to utilize the Tower Theatre from eighteen (18) to ten (10) days per year.

The proposed RFP and associated draft lease terms will provide more options for arts, entertainment, and cultural experiences in the City, while ensuring an economically feasible partnership with the operator. In addition, the proposed modifications to the previous lease agreement will benefit the City without significantly impacting the future user's operations. A lease term of up to five years is noted in the tentative lease agreement, which is intended to provide the City an opportunity to reevaluate its options moving forward at the conclusion of the agreement.

With this request, staff is seeking Council's direction regarding the best use of the facility, the preferred programming of the space, and the appropriate lease terms for the newly selected operator. Following direction from Council, staff will release the RFP for approximately eight weeks and will then convene a selection committee to review the submitted proposals. The selection committee will consist of representatives from the Parks and Recreation Department, Economic Development Department, Public Affairs and Communications Department, and the Roseville Area Chamber of Commerce. Following the selection of the operator, staff will establish agreeable lease terms that will be reflected in the updated lease agreement. Staff will then return to Council for review of the recommended proposal and for final approval.

FISCAL IMPACT

The City's maintenance responsibility for the theatre is included in the Building Maintenance Division's annual budget and is anticipated to total approximately \$4,200 per year. This amount reflects the assumed maintenance costs associated with the facility (with the exception of the barber shop tenant space and the costs of operating the neon theatre sign). Under the proposed

lease terms, the operator may pay a \$350 monthly rate to cover these costs and will pay for 85% of the total gas, electric, and water utility costs, which will lower the City's previous financial obligation by approximately \$34,000. The 85% utility charge gives consideration to the barber shop tenant space and cost of operating the neon theatre sign. In addition, as part of the proposed lease terms the City has 10 days of access to the theater, which has an in kind services value of approximately \$5,000.

ECONOMIC DEVELOPMENT / JOBS CREATED

The operation of the Tower Theatre itself will result in the creation of several jobs. In addition, the events anticipated at the venue will draw thousands of people into the area annually that will frequent and support businesses in the Downtown.

ENVIRONMENTAL REVIEW

The proposed project involves the leasing of an existing facility. This activity is categorically exempt from CEQA pursuant to Guidelines Section 15301. No further CEQA action is required.

Respectfully Submitted,

Wayne Wiley, Development Analyst

Laura Matteoli, Economic Development Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Attachment 1 - Tower Theatre Grant Deed

Attachment 2 - RFP & Sample Lease Agreement

da

75769

16.3-2.5(3)

RECORDING REQUEST

Founders
#70903

AND WHEN RECORDED MAIL TO

Name
City of Roseville
Street
Address c/o Tony Harrington
City & State 311 Vernon St.
Roseville, CA 95678

MAIL TAX STATEMENTS TO

Name
Street
Address same as above
City & State

OFFICIAL RECORDS
REQUESTED BY

FOUNDERS TITLE CO.

89 DEC 28 PM 2:42

MARY ANN HULSE
PLACER CO RECORDER

NO FEE REQUIRED

75769

1	2	3	4	5	6	7	8	9	10

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GIFT Grant Deed

This form furnished by Founders Title Company

The undersigned grantor(s) declare(s): Exempt # 6103 G.C.

Documentary transfer tax is \$ -0- no consideration

() computed on full value of property conveyed, or

() computed on full value less value of liens and encumbrances remaining at time of sale.

() Unincorporated area: (X) City of Roseville, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

ANGELO K. TSAKOPOULOS, a married man as his sole and separate property

hereby GRANT(S) to

THE CITY OF ROSEVILLE

the following described real property in the

County of Placer

, State of California:

FILED

FEB 16 1990

CITY OF ROSEVILLE
BY *cy*

BM 3794 PG 633

PARCEL ONE:

Lots 12, 13, 14 and 15, all in Block 12 of the town (now City) of Roseville, as said Lots and Block are designated and delineated on the official map of said Town of Roseville, on filed in the office of the Recorder of Placer County, California, excepting therefrom the Southwesterly 24 feet of said lot 15, having a frontage of 24 feet on Vernon Street, and a uniform width of 24 feet, extending back 150 feet more or less, to the alley.

PARCEL TWO:

Lots 4 and 5, Block 12, Roseville, as shown on the Map thereof, filed in the Office of the County Recorder of Placer County.

SEE EXHIBIT "A" ATTACHED HERETO FOR ADDITIONAL PROVISIONS AND ACCEPTANCE BY THE CITY OF ROSEVILLE.

Dated October 5, 1989

Angelo K. Tsakopoulos
Angelo K. Tsakopoulos

STATE OF CALIFORNIA

COUNTY OF Sacramento } ss.

On October 19, 1989 before me, the undersigned, a Notary Public in and for said State, personally appeared

Angelo K. Tsakopoulos

_____, proved upon satisfactory evidence OR personally known to me to be the person whose name subscribed to the within instrument and acknowledged that he executed the same. WITNESS my hand and official seal.

Signature *Sue Mapes*
Sue Mapes
Name (Typed or Printed)



(This area for official notarial seal)

Title Order No.

Escrow or Loan No.

EXHIBIT "A"

This deed is made, delivered and accepted subject to the following restrictions:

1. The portion of the property described in this deed as Lots 12, 13, 14 and 15, shall be used, in perpetuity, for the benefit of the arts.
2. The property described in this deed, or any portion thereof, shall not be sold without the prior written consent of Angelo K. Tsakopoulos, which consent shall only be required during his life-time.

CITY OF ROSEVILLE

By: Allen E. Johnson

(Corporation)

STATE OF CALIFORNIA
COUNTY OF Placer

SS.

On December 26, 1989 before me, the undersigned, a Notary Public in and for said

State, personally appeared ALLEN E. JOHNSON

known to me to be the CITY MANAGER ~~XXXXXXXXXXXX~~

known to me to be Secretary of the corporation that executed the within Instrument.

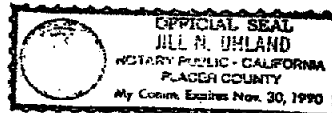
known to me to be the person who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature

Jill N. Uhlund
JILL N. UHLUND

Name (Typed or Printed)



BM3794 P8634



REQUEST FOR PROPOSALS

Lease of the Tower Theatre in Downtown Roseville

DUE: November 29, 2018

3:00 PM

Deliver to:

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

CITY OF ROSEVILLE

NOTICE FOR PROPOSALS

Lease of the Tower Theatre in Downtown Roseville

NOTICE IS HEREBY GIVEN that proposals to **lease the Tower Theatre in Downtown Roseville** 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**, until 3:00 p.m., **November 29, 2018**. Said proposals will be evaluated and results will be made public after completion of the negotiation process with the selected Proposer. 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.

Date

Wayne Wiley
Development Analyst

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.

Lease of the Tower Theatre in Downtown Roseville

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1.0 INTRODUCTION

The City of Roseville (hereinafter “City”), is soliciting proposals from qualified and interested professionals to operate a mixed use entertainment venue, with a focus on the performing arts. The desired operator will manage the daily operations of the Downtown Roseville Tower Theatre and will provide a range of content that may include live theatre, cinema, concerts, speaking engagements, workshops and partnerships with schools, artists and organizations with similar vision and drive. This will be a competitive negotiation process. Qualified individuals, firms, contractors, consultants or entities (hereinafter “Proposer (s)” or “Operator(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 Tower Theatre is a historic Art Deco Style Theatre located at 417 Vernon Street within the City’s Downtown Roseville Specific Plan. The 225 seat venue is currently owned by the City of Roseville and is one of two theatres located within the Downtown core. Originally built in the 1940’s, the Theatre has been a staple of Roseville’s downtown community providing a variety of performing arts events related to acting, choir, dance, and media workshops. Presently, Stand Out Talent is the resident organization and operator of the theatre, which provides theatrical plays and performing arts activities. However, the current lease agreement has expired and suitable operators are being requested to submit a response to this RFP.

The goal of the RFP is to generate a year-round schedule of community and cultural events and programs that provide a venue for a vibrant arts community and entertainment district. An analysis of the competitive environment for performing arts facilities in the Roseville region, shows a gap that can potentially be filled by programming in one or more venues in Roseville, as outlined in Roseville’s Arts and Entertainment Strategic Plan. The opportunity is first to provide a performing arts venue for the Roseville region, and second, to include programming that provides for a range of entertainment related options consistent with the Downtown Specific Plan.

The Downtown Specific Plan contains strategies that encourage the incorporation of more arts, culture, and entertainment in the Downtown. In addition, it is noted that the Downtown should provide a unique place for the community and visitors to gather for festive events and celebrations by creating and enhancing places that promote arts, culture, heritage, entertainment, and education. As noted herein, the Tower Theatre is a facility that can be utilized to achieve these goals and promote a community gathering place that is active and fun.

The Facility is an approximately 16,000 square-foot structure that is a theatre in the semi round with elevated vomitory seating located around the stage. Its sweeping intimacy provides excellent sightlines and clear acoustics. Accessed by one primary entrance located off of Vernon Street, the building includes a lobby, large meeting/rehearsal room, men’s and women’s restrooms, office and storage space, mechanical rooms, limited concession space and ticket office.



The facility comes equipped with an existing sound booth, professional lighting and sound system, concession area, front house furniture, full dressing room and stage equipment.

1.2 CITY OVERVIEW

The City of Roseville is an incorporated city with a population of more than 135,000 residents, located in Placer County off of Interstate 80, approximately 16 miles northeast of Sacramento, California. The City of Roseville is a dynamic, growing city with friendly people, a developing Downtown, outstanding community services, scenic beauty and prosperous businesses. Roseville's moderate climate, excellent schools, expanding job opportunities and nearby recreation areas attract new residents who are looking for a great place to live, work, raise a family, and experience arts and entertainment.

1.3 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:

City of Roseville
Economic Development Department
Attn: Wayne Wiley
311 Vernon Street
Roseville, CA 95678
Fax: (916) 775-5129
Email: wwiley@roseville.ca.us

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 to proposers who have registered with PublicPurchase.com and who have downloaded the RFP. **It is the Proposer's sole responsibility to monitor this website for possible addenda to this RFP.** Failure of Proposer to retrieve addenda from this site shall not relieve him/her of the requirements contained therein. Additionally, failure of proposer to return a signed addendum, when required, may be cause for rejection of his/her proposal.

2.0 TENTATIVE SCHEDULE

The following represents the tentative schedule for this RFP. Any change in the scheduled dates for the Pre-Proposal Conference, 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.....	October 5, 2018
Pre-Proposal Conference & Site Visit.....	October 30, 2018
Deadline for Final Questions.....	November 7, 2018
City Responses to Written Questions.....	November 21, 2018
Proposal Submission Deadline.....	November 29, 2018
Operator Interviews as needed.....	December of 2018
Contract Negotiations.....	December of 2018
Contract Approval by City Council.....	January of 2019
Commencement of Services.....	January/February of 2019

3.0 OPTIONAL PRE-PROPOSAL CONFERENCE & JOB WALK

An optional pre-proposal conference & site visit has been tentatively scheduled for **October 30, 2018** at **10:00 a.m.** at:

**Roseville Civic Center
Conference Rooms 1 and 2
311 Vernon Street
Roseville, California**

Interested firms will have an opportunity to submit questions regarding the requirements outlined in this RFP. While attendance is not mandatory, interested proposers are highly encouraged to attend. In order to make the meeting more effective for all participants, attendees should read this document thoroughly prior to the meeting.

Substantial clarifications or changes required as a result of the meeting will be issued in the form of a written addendum to the RFP. A list of attendees will be distributed upon request.

4.0 SCOPE OF SERVICES

The City of Roseville looks forward to receiving creative and well-thought-out proposals from experienced professional theatrical production organizations/companies that can meet the City's objectives of providing a year-long calendar of high quality theatre and entertainment programs for the Roseville community and surrounding region. The successful Proposer must fulfill the practical need for a tenant that can assume financial responsibility for the Tower Theatre and achieve the aspirational desire to foster the growth and development of arts and culture in the region. The City requests that Proposers craft creative proposals that address their needs while considering the City's goals. Accordingly, the selected firm should provide to the City all the necessary services to fulfill its duties and obligations under the Agreement that may include, but are not limited to, the following:

Goals & Objectives

- A. Provide more options for arts, entertainment, and cultural experiences in the City;
- B. Establish a more vibrant downtown district that attracts people throughout all times of the day, and days of the week;
- C. Organize neighborhood and ethnic festivals, live music events, local theatre performances, other live events such as comedy shows;
- D. Create opportunities to experience music, visual arts and theatre for all residents – seniors, families and young residents (20s/30s) ; and
- E. Create a calendar that fully activates the theatre throughout the entire year and minimized down time when the theatre is “dark”.

Rent/Public Benefit & Utilities

- F. A monthly rent amount totaling \$350 shall be paid by the 10th of every month to cover the general cost of building maintenance. Staff will consider proposals that include payment of reduced rent in exchange for the provisions of measurable public benefit. The final rent amount will be determined through the negotiation process. Additionally, a payment of \$2,550 per month to cover the utility costs associated with electric, water and waste water (based on 85% of the 24 month average billing rate) shall be submitted to the Utility Department by the 10th of every month. All other utilities and services furnished to or used, including, without limitation, gas, telephone service, trash collection, telephone and connection charges shall be paid in full by the TENANT.

Terms of Agreement

- G. The Tower Theatre shall be available for occupancy January of 2019;
- H. The City of Roseville will consider agreements with a term of up to a maximum of five years, including option periods, if any are negotiated, for an additional term of up to five years;
- I. The amount of any proposed capital investment and reinvestment will be a consideration in evaluating the term of any agreement;
- J. At the end of the agreement term, including the exercise of any option periods, all capital improvements shall become the property of the City unless alternative arrangements have been negotiated; and
- K. Proposers are expected to fully fund all capital and operating cost of the facility. No City funding is available for renovation of the facility, but the City is willing to continue to maintain the building shell (exterior) at a standard similar to that currently provided - the building shell includes the exterior walls, roof, exterior windows, doors, and signage.

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 Operator wishes to include that is not specifically requested should be included in an appendix to the proposal.

Proposers 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 will 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.

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 Proposer 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 A**) shall be executed by an official(s) legally authorized to bind the potential Operator 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** – Describe your firm and provide a statement of your firm's qualifications for operating an entertainment venue. Identify the services and events that 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 operations. Include your 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** – Provide a summary of your firm’s experience in providing the requested services. Provide a minimum of three (3) references for services/operations/events similar in nature and scope that your firm’s team members have completed in the last five (5) years. Include brief descriptions of the events, venues, dates, and contact persons’ names, addresses and telephone numbers.
- 6.5 **TAB C: Qualifications of Team** – Provide a brief summary of the role, qualifications and experience of each team member and manager, including length of service 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. The geographic location of the firm and key personnel shall also be identified. Any proposed sub-consultants or sub-contractors shall be listed.
- 6.6 **TAB D: Project Understanding** – Based on the available information, supplemental research, field observations, and experience with similar operations, provide a narrative describing your understanding of the services requested in this RFP, your general approach and any major challenges to achieving the City’s stated goals. Include any issues that you believe will require special consideration for the operation of the Tower Theatre. Also identify any unique approaches or strengths that your organization may have related to the operation of the facility. City staff will assess your understanding of all aspects of the request based on the overview.
- 6.7 **TAB E: Project Plan** – Provide a detailed discussion of your firm’s approach to the successful management of the Tower Theatre. Include thorough discussions of the operations you believe are essential to accomplishing this project and the City’s Goals. Include a proposed schedule to accomplish the required goals of the RFP and identify the staff who would be assigned to help achieve these goals, including sub-consultants and sub-contractors. List any necessary equipment, training or installation services required.
- 6.8 **TAB F: Cost Proposal** – Provide a total cost proposal for all services to be delivered, and a breakdown of costs delineated by tasks as described in your project plan. It is imperative that the general expenses generated by this use can be covered by the operator.
- 6.9 **TAB G: 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 10.21)**

Submit the following documents with proposal:

- Executed copy of Proposer's Certification **(Attachment A)**

6.10 **TAB H: Exceptions** – Describe any and all proposed exceptions, alterations or amendments to the Scope of Services or other requirements of this RFP. 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.

6.11 **TAB I: Competency of Proposers** – The City wants to ensure that the successful Operator has the necessary 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 organization for breach, and if so, please explain. Also, furnish a statement of financial resources demonstrating that the operator has the ability to maintain a staff of regular employees, sub-consultants or sub-contractors adequate to insure continuous operation of the theatre.

7.0 SUBMITTAL INSTRUCTIONS

7.1 Your submittal package shall include the following:

- **One (1) original and five (5) printed copies** of your proposal; and
- **One (1) electronic copy** of your proposal in PDF format on CD, flash drive or other electronic media

7.2 Proposals shall be submitted not later than the time and date indicated on the cover page of this RFP. All submittals 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 containing your proposal.**

7.3 Proposals shall be submitted ONLY to:

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

7.4 Faxed and/or emailed proposals will not be accepted.

- 7.5 The City shall not be responsible for proposals delivered to a person or location other than that specified herein.
- 7.6 Postmarks will not be accepted and proposals received after the deadline date and time will not be accepted or considered. **No exceptions.**
- 7.7 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.
- 7.8 All costs associated with proposal preparation shall be borne by the proposer.

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 the operator and proposed staff/sub-consultants/sub-contractors (per Sections 6.3 - 6.5)	20
B. Compatibility with and contribution to the Downtown Roseville Specific Plan vision and mission. (per Section 6.6)	20
C. Proposer's proven ability to create manage, operate and maintain a high quality arts/entertainment facility (per Section 6.11)	20
D. Proposer's sound financial condition over time, including the proposer's ability to provide further investment in programs (per Section 6.8)	20
E. Thoroughness and quality of proposal, including completeness of response to the RFP.	20
Total Possible Points:	100

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. Proposers that have submitted the best and most complete proposals may be invited to an interview. The number of respondents invited to an interview may vary depending upon the number of proposals submitted.

- 9.3 Should the City elect to conduct interviews with any Proposer, 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 Operator might propose.
- 9.5 A contract will be negotiated with the Proposer 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 Proposer considered next best in meeting the City's needs for this particular project.
- 9.6 The selected Operator 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.
- 9.7 The award of any contract is expressly contingent upon City Council approval. 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 Operator. In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern.
- 9.9 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.
- 9.10 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 Operator will be required to execute an agreement prepared by the City, a sample of which is included as **Attachment B**.
- 10.2 **Independent Contractor.** At all times the Proposer 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 Operator 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 Operator 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. Proposers 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 Proposer or the Proposer'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 Proposer 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.** Respondents shall warrant via an executed Proposer's Certification (**Attachment A**) 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 Proposer, or from any officer, employee or agent of the Proposer, 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.** Respondents submitting proposals shall warrant via an executed Proposer's Certification (**Attachment A**) 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 Operator and the associated sub-consultants or sub-contractors.
- 10.7 **Indemnification & Insurance Requirements.** The City's standard indemnification and insurance requirements are provided in the sample contract, included in **Attachment B**. All costs of complying with the insurance requirements shall be as included in your pricing. The selected Proposer 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 proposal. Alterations to the terms and conditions shall not be allowed.
- 10.8 **Cost of Preparing Proposal.** The City will not pay any costs incurred by any Proposer 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 Director of Central Services 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 Proposer 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 operators 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 Proposer prior to the expiration of that ninety (90) day period.
- 10.21 **Electronic Transmittals.** No electronic mail, 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 Proposer 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 _B_**, legal and procedural documents, general conditions, specifications, and addenda (if any), which will constitute the contract documents. Submission of a proposal shall constitute acknowledgement, 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.

Attachment A

PROPOSER'S CERTIFICATION

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

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

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

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 B

SAMPLE CONTRACT

TOWER THEATER LEASE

THIS LEASE AGREEMENT ("Lease") is made and entered into this ____ day of _____, 20____, by and between the City of Roseville, a municipal corporation ("LANDLORD"), and _____, a _____ ("TENANT"); and

WITNESSETH:

WHEREAS, LANDLORD is the owner of that certain Building (the "Building") located in the City of Roseville, Placer County, California commonly known as "The Tower Theater" and more particularly described as 417 and 421 Vernon Street, Roseville, California 95678 (APN 013-123-026), the legal description of which is attached hereto as Exhibit A and incorporated herein by this reference. The Building consists generally of a 16,100 square foot theater building, including one retail storefront (consisting of approximately 450 square feet), but excluding the other retail storefront, which is currently occupied by a barbershop (consisting of approximately 450 square feet) under the terms of a month-to-month lease between the City of Roseville and Shyam Nambiar dated April 11, 1990 (the "Barbershop Space"). The premises so described, excluding Barbershop Space, are referred to herein as the "Premises"; and

WHEREAS, originally built in the 1940's, The Tower Theater has been a staple of Roseville's downtown community providing a variety of performing arts events; and

WHEREAS, in accordance with a recommendation contained within an Arts and Entertainment Strategic Plan commissioned by LANDLORD, LANDLORD seeks to provide

more options for arts, entertainment and cultural experiences in downtown Roseville in order to attract visitors and create a more vibrant district; and

WHEREAS, LANDLORD wishes to lease the Premises to TENANT for purposes of operating a performing arts theater and entertainment venue for the benefit of promoting the arts; and

WHEREAS, TENANT is willing to lease the Premises from LANDLORD pursuant to the terms and conditions stated in this Lease.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I: LEASE OF PREMISES

1.1 Lease. LANDLORD hereby grants TENANT the exclusive right to utilize the Premises, subject to the terms and conditions of this Lease. This Lease confers no rights either with regard to the subsurface of the land more than ten (10) feet below the ground level of the Premises or with regard to airspace more than fifteen (15) feet above the top of the roof of the Building that is a part of the Premises.

1.2 As-Is Condition. TENANT acknowledges that the Premises are in good condition and fully equipped to operate theater and video productions. TENANT has inspected the Premises and accepts the same for its purposes. LANDLORD has made available to TENANT all information and reports in its possession or at its disposal relating to the condition of the Premises. The Premises are leased "as-is" with no warranties by LANDLORD, either express or implied, as to their fitness for any purpose. TENANT's taking possession of the Premises on commencement of the term shall constitute TENANT's acknowledgment that the Premises are

currently in suitable condition for its purposes.

1.3 Parking. TENANT's nonexclusive use of the public parking spaces in the adjacent parking garage owned by the City of Roseville shall be allowed for as long as these spaces are available for general public use. Pursuant to this Lease, such use is subject to revocation upon thirty (30) calendar days advance written notice.

ARTICLE II: TERM OF LEASE

2.1 Term. The term of this Lease shall be _____ (#) years, commencing _____ and expiring _____ (the "term").

2.2 Delivery of Possession. If LANDLORD is unable to deliver possession of the Premises by the date specified for the commencement of the term as a result of causes beyond its reasonable control, LANDLORD shall not be liable for any damage caused for failing to deliver possession, and this Lease shall not be void or voidable. TENANT shall not be liable for its participation in lieu of rent requirement until LANDLORD delivers possession of the Premises to TENANT, but the term shall not be extended by the delay. Provided, however, that if LANDLORD does not deliver possession of the Premises to TENANT within three (3) months after the date specified for commencement of the term, TENANT may elect to terminate this Lease by giving notice to LANDLORD at any time before the date LANDLORD actually delivers possession of the Premises to TENANT.

2.3 Annual Review. LANDLORD and TENANT will conduct an annual review of the Lease sixty (60) calendar days before the annual anniversary date of the Lease for the purpose of ensuring the TENANT'S programming and demographic audience continues to meet the goals and objectives of their business plan, as well as LANDLORD's goals and objectives.

The review will also include an assessment of how TENANT has developed their calendar of events to meet their goal of establishing the theater as an entertainment hub in the community, integration of regional production events and making operational/financial objectives.

2.4 Renewal. If LANDLORD and TENANT agree that TENANT has adequately accomplished their goals, LANDLORD may offer TENANT a renewal of the Lease on all the provisions contained in this Lease, except for those amended per mutual approval, for _____(#) additional years ("Extended Term") following expiration of the term.

2.5 Month-to-Month During Renewal Negotiations. If LANDLORD does not agree that TENANT has adequately accomplished their goals, the LANDLORD and TENANT will work to develop a strategy, agreeable to both parties, which will focus on overcoming the challenges to the effective implementation of their goals. The Lease will be extended on a month-to-month basis until there is agreement between the LANDLORD and TENANT that the goals are adequately being met.

2.6 Termination During Renewal Negotiations. LANDLORD may terminate the Lease after the third month of the month-to-month arrangement if it is determined by the City Manager or his/her designee that TENANT is not making sufficient progress towards accomplishment of the operational goals.

2.7 Extended Term Rent. Rent during the Extended Term shall be determined in accordance with Article IV.

ARTICLE III: TAXES AND ASSESSMENTS; REPORTS

3.1 Payment of Personal Property Taxes. TENANT shall pay before delinquency all taxes, assessments, license fees, and other charges ("taxes") that are levied or assessed against

TENANT's personal property installed or located in or on the Premises, and that become payable during the term. On demand by LANDLORD, TENANT shall furnish LANDLORD with satisfactory evidence of these payments.

3.2 Payment of Real Property Taxes. Except for the assessment levied by the Downtown Roseville Property and Business Improvement District which LANDLORD will be responsible for paying, LANDLORD acknowledges that no possessory interest or real property taxes and general and special taxes ("real property taxes") are currently levied or assessed against the Premises. However, if and only if through the existence of this Lease or the actions of TENANT such real property taxes are levied and assessed against the Premises, TENANT shall pay all real property taxes attributable to the Premises including, but not limited to, possessory interest tax, business personal property tax, assessments, general or special taxes levied and assessed against the Premises, that may become payable during the Term. TENANT understands that its interest created by this Lease may be subject to a possessory interest tax pursuant to California Revenue and Taxation Code Sections 107 and 107.6 that impose an ad valorem property tax on possessory interests created in tax exempt property. TENANT understands that any such tax payment shall not reduce any sum due LANDLORD hereunder, and that any such tax shall be the sole liability and responsibility of TENANT. Any taxes due shall be in amounts determined by taxing agencies and will be billed directly to TENANT.

If TENANT does not pay the real property taxes when due and TENANT seeks a reduction or contests them, before the commencement of the proceeding or contest TENANT shall furnish to LANDLORD a surety bond issued by an insurance company qualified to do business in California. The amount of the bond shall equal one hundred and twenty-five (125%) percent of the total amount of real property taxes in dispute. The bond shall hold LANDLORD

and the Premises harmless from any damage arising out of the proceeding or contest and shall insure the payment of any judgment that may be rendered.

TENANT shall have the right, at its cost and at any time, to seek a reduction in the assessed valuation of its possessory interest, the Building, other improvements, and land of which the Premises are a part, or to contest any real property taxes that are to be paid by TENANT. If TENANT seeks a reduction or contests the real property taxes, the failure on TENANT's part to pay its share of any real property taxes shall not constitute a default as long as TENANT complies with the provisions of this paragraph.

LANDLORD shall not be required to join in any proceeding or contest brought by TENANT unless the provisions of any law require that the proceeding or contest be brought by or in the name of LANDLORD. In that case, LANDLORD shall join in the proceeding or contest or permit it to be brought in LANDLORD's name as long as LANDLORD is not required to bear any cost. TENANT, on final determination of the proceeding or contest, shall immediately pay or discharge its share of any real property taxes determined by any decision or judgment rendered, together with all costs, charges, interest, and penalties incidental to the decision or judgment.

3.3 Transfer Tax. If a transfer tax is payable to any governmental agency or agencies as a result of TENANT's actions under this Lease, TENANT shall pay such transfer tax directly to the taxing authority or authorities when it is due, or, at LANDLORD's election, TENANT shall pay to LANDLORD the amount of such transfer tax within thirty (30) calendar days after receipt of written notice from LANDLORD and LANDLORD shall pay such transfer tax to the taxing authority or authorities when due. LANDLORD warrants that no such transfer tax is applicable to the lease of Premises to TENANT.

3.4 Audits. If requested by LANDLORD, TENANT shall submit within ninety (90) calendar days of request a review of TENANT's finances by a certified auditor that is not an employee of, or otherwise affiliated with, TENANT.

3.5 Annual Performance Reports. TENANT shall submit to LANDLORD by March 1 every year an annual performance report for the prior calendar year listing all events held at the Premises, the total number of ticket sales as a result of events held at the Premises, and the total revenues collected therefrom.

ARTICLE IV: RENT

4.1 Rent. To be negotiated.

4.2 Security Deposit. By the commencement date, TENANT shall pay to LANDLORD the first month's rent in the amount of \$_____ and a security deposit in the amount of \$_____. The security deposit shall be held by LANDLORD as security for the faithful performance by TENANT of all the terms, covenants, and conditions of this Lease to be kept and performed by TENANT during the term hereof. If TENANT defaults with respect to any provision of this Lease, including, but not limited to the provisions relating to the payment of rent, LANDLORD may (but shall not be required to) use, apply or retain all or any part of this security deposit for the payment of any rent or any other sum in default, or for the payment of any amount which LANDLORD may spend or become obligated to spend by reason of TENANT's default, or to compensate LANDLORD for any other loss or damage which LANDLORD may suffer by reason of TENANT's default. If any portion of said deposit is used or applied, TENANT shall, within five (5) calendar days after written demand therefore, deposit cash with LANDLORD in an amount sufficient to restore the security deposit to its original

amount and TENANT's failure to do so shall be a default under this Lease. LANDLORD shall not be required to keep this security deposit separate from its general funds, and TENANT shall not be entitled to interest on such deposit. If TENANT shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit or any balance thereof shall be returned to TENANT (or, at LANDLORD's option, to the last assignee of TENANT's interest hereunder) within thirty (30) calendar days following the expiration of the Lease term.

ARTICLE V: USE; LIMITATIONS ON USE

5.1 Use of Premises. TENANT shall use the Premises consistent with the activities authorized in Exhibit B, attached hereto and incorporated herein by this reference.

5.2 Calendar of Events. TENANT shall submit to LANDLORD quarterly on the tenth (10th) day of January, April, July, and October of each year a three (3) month calendar listing all events held at the Premises, the total number of ticket sales as a result of events held at the Premises, and the total revenues collected therefrom.

5.3 Private Rentals. In addition to the uses specified in Exhibit B, without LANDLORD's prior written consent, TENANT may, from time to time, rent the Premises to third persons for private use, which is defined for the purposes of this Article as a use that is limited to a select group of attendants, and is not open to the general public. Acceptable third party uses include, but is not limited to, parties, weddings, and receptions. Provided, however, that no such rental shall be for a period of greater than seventy-two (72) hours, and the cumulative total of such rentals shall not be greater than forty-nine percent (49%) of the total time based on the number of hours that the theater is in actual use between January 1 and December 31 for the previous calendar year. TENANT acknowledges that LANDLORD's title

to the Premises is expressly conditioned upon use of the Premises as a performing arts theater, and TENANT agrees to take all necessary action to comply with said condition, including but not limited to, limiting the time during which the theater is rented, pursuant to this paragraph, to a percentage less than forty-nine percent (49%) if such a limitation is reasonably necessary to comply with the condition.

5.4 Conditions of Use. TENANT's use of the Premises as provided in this Lease shall be in accordance with the following:

a. Cancellation of insurance; increase in insurance rates. TENANT shall not do, bring, or keep anything in or about the Premises that will cause a cancellation of any insurance covering the Premises. If the rate of any insurance or self-insurance carried by LANDLORD is increased as a result of TENANT's use, TENANT shall pay to LANDLORD within fifteen (15) calendar days before the date LANDLORD is obligated to pay a premium on the insurance, or within fifteen (15) calendar days after LANDLORD delivers to TENANT a statement from LANDLORD's insurance carrier or Risk Manager stating that the rate increase was caused by an activity of TENANT on the Premises, whichever date is later, a sum equal to the difference between the original premium and the increased premium.

b. Compliance with laws. TENANT shall comply with all laws concerning the Premises or TENANT's use of the Premises, including, without limitation, the obligation at TENANT's cost to alter, maintain, or restore the Premises in compliance and conformity with all laws relating to the condition, use, or occupancy of the Premises during the term. Without limiting the generality of the foregoing, TENANT shall comply with all laws and regulations of the City of Roseville. TENANT expressly acknowledges that, acting in its capacity as a municipality, LANDLORD may impose regulations upon the activities of TENANT or the

Premises or both, and that LANDLORD reserves all of its police power as granted by the California Constitution to do so.

c. Waste; nuisance. TENANT shall not use the Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance (including, without limitation, the use of loudspeakers or sound or light apparatus excluding the neon or other lighting on the Building's marquee and other building lighting or signage that can be heard or seen outside the Premises) to the public or owners or occupants of adjacent properties. TENANT shall not use the Premises for sleeping or the preparation, manufacture, or mixing of nonfood or inedible items that might emit any odor or objectionable noises or lights onto adjacent properties.

d. Overloading. TENANT shall not do anything on the Premises that will cause material damage to the Premises. The Premises shall not be overloaded. No machinery, apparatus, or other appliance shall be used or operated in or on the Premises that will in any manner injure the Premises.

5.5 Continuous Use. TENANT shall fully and continuously use the Premises for the uses specified in this Lease, and failure to do so shall constitute a default of this Lease. In the event that TENANT shall fail to do so for thirty (30) consecutive calendar days, LANDLORD shall have the right to give TENANT one hundred and twenty (120) calendar days' notice of such failure during which time TENANT shall cure such default. If at the end of the 120-day period TENANT has failed to cure the default, LANDLORD may at its option terminate this Lease. LANDLORD acknowledges that TENANT may have "black-out" periods of nonuse of the Premises during the holidays of approximately two (2) weeks. Such period shall not count as a failure to fully and continuously use the Premises.

ARTICLE VI: MAINTENANCE

6.1 Limitation on Landlord's Maintenance Obligation. Except as expressly provided in this Lease, LANDLORD shall have no obligation to maintain or repair any portion of the Premises leased to TENANT, and all such maintenance and repair shall be the obligation of TENANT. TENANT waives the provisions of Civil Code §§ 1941 and 1942 with respect to LANDLORD's obligations for tenantability of the Premises and TENANT's right to make repairs and deduct the expenses of such repairs from rent, to the extent that such provisions of the Civil Code may be deemed to apply to this Lease and TENANT's possession of the Premises.

6.2 Landlord's Maintenance Obligations. LANDLORD shall maintain and repair the structural parts of the building that are a part of the Premises, which structural parts include for purposes of this Lease only the foundations, bearing and exterior walls (including signs, marquees, glass and doors), roof, window frames, gutters, downspouts, mansards, and other architectural embellishments on the exterior of the Premises.

6.3 Tenant's Maintenance Obligations. TENANT at its cost shall maintain, in good condition, all portions of the Premises which are its responsibility to maintain under this Lease, including, without limitation, all TENANT's fixtures and signs. In addition, TENANT shall be responsible for maintaining and complying with the following:

a. Tower Theater Inventory. TENANT, at its cost, shall maintain in good condition all fixtures, furnishings and equipment as identified in the Tower Theater inventory described on Exhibit C. TENANT shall not be obligated to continue to maintain such items after they have become obsolete or unusable for TENANT's purposes, provided that TENANT shall first meet and confer with LANDLORD to negotiate for the acquisition of replacement items and their addition to the Tower Theater inventory. TENANT shall give written notice to

LANDLORD at least ten (10) calendar days prior to entering into any binding obligation to make any personal property expenditure exceeding \$2,000, requesting LANDLORD's approval of the expenditure, which approval shall not be unreasonably withheld or delayed. With LANDLORD's prior approval, LANDLORD shall directly make such expenditure or shall immediately reimburse TENANT for any such expenditures made by TENANT. TENANT shall provide to LANDLORD, upon completion of any improvements, a written inventory of personal property belonging to LANDLORD in the Premises as an update to the inventory attached as Exhibit C.

b. HVAC. Maintenance of unexposed HVAC, electrical, plumbing, and sewage systems which requires entry into bearing or exterior walls, or remodeling of the Premises which requires entry into or moving of bearing walls, shall be at TENANT's sole expense and only after receipt of LANDLORD's written consent, which consent shall not be unreasonably withheld.

c. ADA Improvements. TEANT shall be responsible for ensuring the Premises are compliant with the Americans with Disabilities Act ("ADA").

6.4 Tenant's Liability. TENANT shall be liable for any damage to the Premises resulting from the acts or omissions of TENANT, its authorized representatives, sublessees or any of their invitees.

6.5 Maintenance Reserve. TENANT shall maintain, at all times during the term of this Lease and any extension hereof, a repair and maintenance reserve in cash or other readily available funds, in an amount not less than twenty thousand dollars (\$20,000) and must be able to provide documentation to such when requested. Commencing with the second lease year, LANDLORD may require TENANT to increase the required amount of the repair and

maintenance reserve in increments reasonably related to the incremental increases implemented during the first lease year and to the then anticipated repair and maintenance needs of the Premises, provided that LANDLORD has made such a determination during the review of the term and advised TENANT of any proposed increase prior to a determination that the Lease term will be extended. TENANT shall have on staff or in a volunteer position a person with the skills necessary to properly address the maintenance and/or repairs that may be required at the theater.

ARTICLE VII: ALTERATIONS

7.1 Alterations. TENANT shall not make any alterations or modifications to the Premises without LANDLORD's written consent. Any such approved alterations made shall remain on and be surrendered with the Premises on expiration or termination of the term. LANDLORD shall have the right to require TENANT to remove any and all alterations that TENANT has made to the Premises other than those made with LANDLORD's consent.

7.2 Commencement of Approved Alterations. If TENANT makes any alterations to the Premises as provided in this Article, such alterations shall not be commenced until five (5) calendar days after LANDLORD has received notice from TENANT stating the date the installation of the alterations is to commence so that LANDLORD can post and record an appropriate notice of nonresponsibility.

ARTICLE VIII: MECHANICS' LIENS

8 Mechanics' Liens. TENANT shall keep the Premises free and clear of all mechanics' liens (including stop payment notices) resulting from construction done by TENANT or any person or entity authorized by TENANT.

8 Right to Contest. TENANT shall have the right to contest the correctness or the validity of any such lien if, immediately on demand by LANDLORD, TENANT procures and records a lien release bond issued by a corporation authorized to issue surety bonds in California in an amount equal to one and one-half times the amount of the claim of lien. The bond shall meet the requirements of Civil Code § 8424 and shall provide for the payment of any sum that the claimant may recover on the claim (together with costs of suit, if it recovers in the action).

ARTICLE IX: UTILITIES AND SERVICES

9.1 Payment for Utilities. For the first year of the Lease, TENANT shall be responsible for paying a flat rate of \$2,550 each month for electricity, water and wastewater services. For each year thereafter, LANDLORD shall review the actual annual utility billing costs for these services and adjust the flat rate so the amount collected in the following year is eighty-five percent (85%) of the actual annual billing costs of the previous year. In addition to paying this flat rate, TENANT shall also be responsible for making arrangements for and paying all other utilities associated with the Premises at the then current rates, including but not limited to, gas, trash collection, telephone, internet connection, and/or cable/satellite television service. Such charges will be billed directly to TENANT.

9.2 Interruption in Utility Services. LANDLORD shall not be liable to TENANT for any losses or damages of any kind or character that result from outages, interruptions or fluctuations in utility services provided to TENANT.

ARTICLE X: INDEMNITY AND EXCULPATION; INSURANCE

10.1 Waiver; Indemnification. LANDLORD shall not be liable to TENANT for any

damage to third persons, TENANT or TENANT's property from any cause. TENANT waives all claims against LANDLORD for damage to persons or property arising for any reason, except that LANDLORD shall be liable to TENANT for damage to TENANT resulting from the intentional acts or sole negligence of LANDLORD or its authorized representatives.

To the fullest extent allowed by law, TENANT shall defend, indemnify and save and hold harmless LANDLORD, 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, occurring in, on, or about the portion of the premises leased by TENANT pursuant to this Lease, except those matters arising from the sole negligence or willful misconduct of LANDLORD, or the sole negligence or willful misconduct of the tenant located in the storefront retail space.

TENANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Lease for the full period of time allowed by law. The defense and indemnity obligations of this Lease are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Lease.

10.2 Tenant's Insurance Requirements. TENANT at its cost shall maintain the following insurance policies: (a) commercial general liability insurance with limits of Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) aggregate, with such endorsements as LANDLORD may reasonably require. All general liability insurance shall insure performance by TENANT of the indemnity provisions of Article X; (b) Workers' Compensation with statutory limits; (c) hired and non-owned automobile coverage with a combined single limit of One Million Dollars (\$1,000,000) for property damage and bodily injury; and (d) liquor liability insurance with the limits of not less than One Million

Dollars (\$1,000,000) each common cause and Two Million Dollars (\$2,000,000) aggregate at all times during the Initial Term and any renewals thereof. If liquor liability insurance is written on a separate policy from the commercial general liability policy, such policy shall be endorsed to name LANDLORD (and any of its affiliates, subsidiaries, successors and assigns designated by LANDLORD) as an additional insured. Said insurances shall only apply to the Premises, and specifically shall not apply to that storefront retail space which is currently occupied by Shyam Nambiar, and which space shall be subjected to separate insurance requirements which are not TENANT's obligation.

10.3 Additional Insureds. TENANT shall also provide a separate endorsement form or section of the policy showing LANDLORD, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except Workers' Compensation. Such insurance shall specifically cover the contractual liability of TENANT. The additional insured coverage under TENANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from LANDLORD'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 Lease; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

10.4 Annual Review. On an annual basis, LANDLORD shall have the right to review all insurance coverage required by this Lease. If, in the opinion of LANDLORD's Risk Manager

the amount of public liability, property damage and any other applicable insurance coverage at that time is not adequate, TENANT shall increase the insurance coverage as reasonably required by either LANDLORD's Risk Manager.

10.5 Personal Property. TENANT, at its cost, shall maintain on all its personal property, TENANT's improvements, and alterations, in, on, or about the Premises, a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements, to the extent of at least one hundred percent (100%) of the actual cash value of such property. The proceeds from any such policy shall be used by TENANT for the replacement of personal property and the restoration of TENANT's improvements or alterations.

10.6 HVAC. TENANT, at its cost, shall maintain insurance on the heating, ventilating and air conditioning systems if any of these items and the damage that may be caused by them are not covered by the standard fire and extended coverage insurance referred to in paragraph 10.5.

10.7 Additional Requirements. All the insurance required under this Lease shall:

a. Be issued by insurance companies authorized to do business in the State of California, with a financial rating of at least an A VII as rated in the most recent edition of Best's Insurance Reports.

b. Be issued as a primary policy.

c. Contain an endorsement requiring ten (10) calendar days' written notice from the insurance company to LANDLORD before cancellation or change in the coverage, scope, or amount of any policy.

d. Be evidenced by a certificate of insurance in a form approved by the Risk Manager of LANDLORD.

e. The limits of insurance required in this Lease 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 LANDLORD (if agreed to in a written contract) before LANDLORD's own insurance shall be called upon to protect it as a named insured.

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

g. All self-insured retentions ("SIR") must be disclosed to the Risk Manager 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 LANDLORD. LANDLORD 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. TENANT hereby agrees to waive subrogation which any insurer of TENANT may acquire from TENANT by virtue of the payment of any loss under a Workers' Compensation, Commercial General Liability or Automobile Liability policy. Commercial

General Liability policy shall be endorsed with a waiver of subrogation in favor of LANDLORD, its officers, agents, employees and volunteers for all actions performed by TENANT, its employees, agents and subcontractors.

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

ARTICLE XI: DESTRUCTION

11.1 Destruction Covered by Insurance. If, during the term, the Premises are totally or partially destroyed from a risk covered by the insurance described in Article X, rendering the Premises totally or partially inaccessible or unusable, TENANT shall restore the Premises to substantially the same condition as they were in immediately before destruction. Such destruction shall not terminate this Lease. If the existing laws do not permit the restoration, either party can terminate this Lease immediately by giving notice to the other party.

If the cost of the restoration exceeds the amount of proceeds received from the insurance required under Article X, LANDLORD may elect to terminate this Lease by giving notice to TENANT within thirty (30) calendar days after determining that the restoration cost will exceed the insurance proceeds. If LANDLORD elects to terminate this Lease and TENANT does not within twenty (20) calendar days thereafter agree to contribute the difference between the cost of restoration and the amount of insurance proceeds available, this Lease shall terminate.

11.2 Destruction not Covered by Insurance. If, during the term, the Premises are totally or partially destroyed from a risk not covered by the insurance described in Article X,

rendering the Premises totally or partially inaccessible or unusable, LANDLORD may terminate this Lease by giving notice to TENANT within sixty (60) calendar days after the destruction.

11.3 Waiver. TENANT waives the provisions of Civil Code § 1932(2) and Civil Code § 1933(4) with respect to any destruction of the Premises.

11.4 Clean-Up. In any case in which this Lease terminates as a result of the total or partial destruction of the Premises, the Premises shall be cleaned, remediated and made safe, and all rubble removed, by LANDLORD.

ARTICLE XII: CONDEMNATION

12.1 Termination due to Condemnation. If the Premises are totally taken by condemnation, this Lease shall terminate on the date of taking.

12.2 Condemnation of Portion of Premises. Without in any way limiting TENANT's rights to petition the Superior Court to terminate this Lease in the event of a partial taking of any percentage of the Premises, if a portion of the Premises is taken by condemnation, this Lease shall remain in effect, except that TENANT may elect to terminate this Lease if twenty-five percent (25 %) or more of the total number of square feet in the Premises is taken.

12.3 Award. Any award in condemnation shall be entirely the property of LANDLORD, and TENANT waives any right to receive any condemnation award as a result of this Lease, whether the taking is permanent or temporary, full or partial, except insofar as the condemning agency is the City of Roseville.

ARTICLE XIII: ASSIGNMENT

13.1 Consent for Assignment and Subleases. TENANT shall not voluntarily assign or

encumber its interest in this Lease or in the Premises, or sublease all or any part of the Premises, or allow any other person or entity (except TENANT's authorized representatives) to occupy or use all or any part of the Premises, without first obtaining LANDLORD's written consent, which consent shall not be unreasonably withheld or delayed. The foregoing provision for LANDLORD's consent shall not extend to consent over any performing art activities which TENANT may bring to the Premises. Any assignment, encumbrance, or sublease without LANDLORD's written consent shall be voidable and, at LANDLORD's election, shall constitute a default. No consent to any assignment, encumbrance, or sublease shall constitute a further waiver of the provisions of this paragraph. Rentals for private parties or receptions shall be subject to the provisions of paragraph 5.3 and not this paragraph 13.1.

13.2 No Assignments by Operation of Law. No interest of TENANT in this Lease shall be assignable by operation of law (including, without limitation, the transfer of this Lease by testacy or intestacy). Each of the following acts shall be considered an assignment unauthorized by LANDLORD:

- a. If TENANT is or becomes bankrupt or insolvent, makes or attempts to make an assignment for the benefit of creditors, or institutes a proceeding under the Bankruptcy Act in which TENANT is the bankrupt party;
- b. If a writ of attachment or execution is levied on this Lease;
- c. If, in any proceeding or action to which TENANT is a party, a receiver is appointed with authority to take possession of the Premises.

13.3 Unauthorized Assignments. An unauthorized assignment shall constitute a default by TENANT and LANDLORD shall have the right to elect to terminate this Lease, in which case this Lease shall not be treated as an asset of TENANT.

ARTICLE XIV: DEFAULT

14.1 Material Default. Any of the following events shall constitute a material default (or event of default) and breach of this Lease by TENANT:

- a. Abandonment or vacation of the Premises or any substantial portion thereof as provided in paragraph 5.5
- b. The making by TENANT of any general assignment or general arrangement for the benefit of creditors; or the filing by or against TENANT of a petition to have TENANT adjudged a bankrupt or a petition or reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against TENANT, the same is dismissed within thirty (30) calendar days); or the appointment of a trustee or a receiver to take possession of substantially all of TENANT's assets located at the Premises or of TENANT's interest in this Lease, where possession is not restored to TENANT within thirty (30) calendar days; or the attachment, execution or other judicial seizure of substantially all of TENANT's interest in this Lease, where such seizure is not discharged in thirty (30) calendar days.
- c. Failure to perform any other provision of this Lease if the failure to perform is not cured within thirty (30) calendar days after notice has been given to TENANT. If TENANT does not cure the default within thirty (30) calendar days, LANDLORD may terminate this Lease immediately. If the default cannot reasonably be cured within thirty (30) calendar days, TENANT shall not be in default of this Lease if TENANT commences to cure the default within the thirty (30) calendar day period and diligently and in good faith continues to cure the default.

Notices of default shall specify the alleged default and the applicable Lease provisions, and shall demand that TENANT perform the provisions of this Lease within the applicable period of time, or quit the Premises. No such notice shall be deemed a forfeiture or a termination of this Lease unless LANDLORD so elects in the notice.

The purpose of the notice requirements set forth in this paragraph is to extend the notice requirements of the unlawful detainer statutes of California.

d. If TENANT fails to pay rent, and/or any other amount due and payable hereunder upon the date when such payment is due, such failure continuing for a period of fourteen (14) calendar days following written notice from LANDLORD specifying the alleged default ("Payment Cure Period"), LANDLORD may terminate the Lease. In the event that LANDLORD does not receive payment during the Payment Cure Period, this Lease shall, at the option of LANDLORD, immediately terminate.

e. If TENANT violates any applicable law, rule, statute, ordinance, order, or regulation applicable to TENANT's use of the Premises and does not cure such violation within thirty (30) calendar days of the date of the notice from the LANDLORD to TENANT, LANDLORD may immediately terminate this Lease.

14.2 Landlord's Rights and Remedies. The remedies of LANDLORD if TENANT commits a default are not exclusive; they are cumulative and in addition to any remedies now or later allowed by law.

14.3 Landlord's Default. If LANDLORD is in default of this Lease, and as a consequence TENANT recovers a money judgment against LANDLORD, the judgment shall be satisfied only out of the consideration received by LANDLORD from the sale or other disposition of all or any part of LANDLORD's right, title, and interest in the Building.

ARTICLE XV: USE BY LANDLORD

F1 Landlord's Utilization of Premises. LANDLORD reserves the right to utilize the Premises for ten (10) days each year, subject to the limitation that, for every day LANDLORD is allowed to utilize the Premises, LANDLORD's use shall be excluded from the calculation of the forty-nine percent (49%) private use limitation set forth in paragraph 5.3 herein; and further subject to the limitation that LANDLORD's choice of dates, in addition to being subject to mutual agreement of the parties as provided below, shall be subject to and subordinate to the use of the Premises by TENANT, its licensees, or exhibitors, i.e., scheduled events of TENANT or its licensees, or exhibitors shall take priority in the scheduling of use of the Premises by LANDLORD. The foregoing notwithstanding, LANDLORD shall be given priority for use of the Premises on open dates (i.e., dates on which no event is scheduled). To the extent possible, prior to the anniversary date of this Lease, the parties shall mutually agree upon the dates for the coming year. In any event, LANDLORD shall give at least thirty (30) calendar days' prior notice of any requested use.

F2 Landlord's Use Without Cost. LANDLORD's use shall be without cost (including utilities), provided that LANDLORD shall clean the Premises to the condition in which they were in prior to its use.

ARTICLE XVI: LANDLORD'S ENTRY ON PREMISES

16.1 Right of Entry. LANDLORD and its authorized representatives shall have the right to enter the Premises at all reasonable times for any of the following purposes:

- a. To determine whether the Premises are in good condition and whether

TENANT is complying with its obligations under this Lease;

b. To do any necessary maintenance and to make any restoration to the Premises that LANDLORD has the right or obligation to perform;

c. To serve, post, or keep posted any notices required or allowed under the provisions of this Lease or required by law;

d. To post "for sale" signs at any time during the term, to post "for rent" or "for lease" signs during the last six (6) months of the term, or during any period while TENANT is in default;

e. To show the Premises to prospective brokers, agents, buyers, tenants, or persons interested in an exchange, at any time during the term;

f. To shore the foundations, footings, and walls of the Building and other improvements that are a part of the Premises and to erect scaffolding and protective barricades around and about the Premises, but not so as to prevent entry to the Premises, and to do any other act or thing necessary for the safety or preservation of the Premises if any excavation or other construction is undertaken or is about to be undertaken on any adjacent property or nearby street. LANDLORD's right under this provision extends to the owner of the adjacent property on which excavation or construction is to take place and the adjacent property owner's authorized representatives.

16.2 No Liability. LANDLORD shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of LANDLORD's entry on the Premises as provided in this Article, except damage resulting from the acts or omissions of its authorized representatives.

16.3 No Rent Abatement. TENANT shall not be entitled to an abatement if

LANDLORD exercises any rights reserved in this Article.

16.4 Minimal Inconvenience. LANDLORD shall conduct its activities on the Premises as allowed in this Article in a manner that will cause the least possible inconvenience, annoyance, or disturbance to TENANT.

ARTICLE XVII: SUBORDINATION; ESTOPPEL; NOTICE

17.1 Subordination of Encumbrances. This Lease is and shall be subordinate to any encumbrance now of record affecting the Premises. Such subordination is effective without any further act of TENANT. TENANT shall from time to time on request from LANDLORD execute and deliver any documents or instruments that may be required by a lender to effectuate such subordination. If TENANT fails to execute and deliver any such documents or instruments, TENANT irrevocably constitutes and appoints LANDLORD as TENANT's special attorney-in-fact to execute and deliver any such documents or instruments.

17.2 Estoppel Certificates. Each party, within fifteen (15) calendar days after notice from the other party, shall execute and deliver to the other party, in recordable form, a certificate stating that this Lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. Failure to deliver the certificate within the fifteen (15) calendar days shall be conclusive upon the party failing to deliver the certificate for the benefit of the party requesting the certificate and any successor to the party requesting the certificate, that this Lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.

17.3 Notices. Any consent, approval, or communication that either party desires or is required to give to the other party shall be in writing and may be delivered personally or by

deposit in the U.S. mail, first class postage prepaid, addressed as follows:

LANDLORD

TENANT

City of Roseville
City Manager
311 Vernon Street
Roseville, CA 95678

Either party may change its address by giving notice of the change of address to the other party. Notice shall be deemed received forty-eight (48) hours after the time of mailing, if mailed as provided in this section.

ARTICLE XVIII: WAIVERS

18.1 No General Waivers. No delay or omission in the exercise of any right or remedy of LANDLORD on any default by TENANT shall impair such a right or remedy or be construed as a waiver.

18.2 Acceptance of Delinquent Rent not Waiver. The receipt and acceptance by LANDLORD of delinquent rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular rent payment involved.

18.3 No Acceptance of Surrender of Premises. No act or conduct of LANDLORD, including, without limitation, the acceptance of the keys to the Premises, shall constitute an acceptance of the surrender of the Premises by TENANT before the expiration of the term. Only a notice from LANDLORD to TENANT shall constitute acceptance of the surrender of the Premises and accomplish a termination of the Lease, subject to damages for breach of contract.

18.4 Consent not Waiver. LANDLORD's consent to or approval of any act by TENANT requiring LANDLORD's consent or approval shall not be deemed to waive or render unnecessary LANDLORD's consent to or approval of any subsequent act by TENANT. Any

waiver by LANDLORD of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Lease.

18.5 Waiver in Writing. Any waiver by LANDLORD of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Lease.

ARTICLE XIX: RECORDATION; QUITCLAIM DEED

19.1 Recordation of Lease. This Lease or Memorandum of Lease, subject to the discretion of the City Clerk and City Attorney, shall be recorded against the Premises prior to TENANT taking physical possession of the Premises. A form Memorandum of Lease is set forth in Exhibit D, attached hereto and incorporated herein by reference.

19.2 Quitclaim Deed. TENANT shall execute and deliver to LANDLORD on the expiration or termination of this Lease, immediately on LANDLORD's request, a quitclaim deed to the Premises, in recordable form, designating LANDLORD as transferee.

ARTICLE XX: SALE OR TRANSFER OF PREMISES

20.1 Effect of Sale or Transfer. If LANDLORD sells or transfers all or any portion of the Premises, LANDLORD, on consummation of the sale or transfer, shall be released from any liability thereafter accruing under this Lease. If any security deposit has been paid by TENANT, LANDLORD may transfer the security deposit to LANDLORD's successor and on such transfer LANDLORD shall be discharged from any further liability in reference to the security deposit.

ARTICLE XXI: WAIVER OF LANDLORD'S LIEN - TENANT'S PROPERTY

21 Landlord's Lien Waiver. LANDLORD, within ten (10) calendar days after demand from TENANT, shall execute and deliver any document reasonably required by any supplier, lessor, or lender in connection with the installation in the Premises of TENANT's personal property or TENANT's trade fixtures in which LANDLORD waives any rights it may have or acquire with respect to that property, if the supplier, lessor, or lender agrees in writing that:

a. It will remove that property from the Premises before the expiration of the term or within thirty (30) calendar days after termination of the term, but if it does not remove the property within thirty (30) calendar days it shall have waived any rights it may have had to the property.

b. It will make whatever restoration to the Premises that is necessitated by the removal.

ARTICLE XXII: SURRENDER OF PREMISES; HOLDING OVER

22.1 Surrender at Termination. On expiration or not later than ten (10) calendar days after termination of the term, TENANT shall surrender to LANDLORD the Premises and all TENANT's improvements and alterations in good condition, except for ordinary wear and tear and except for alterations that TENANT has the right to remove or is obligated to remove under the provisions of this Lease. TENANT shall remove all its personal property within the above stated time. TENANT shall perform all restoration made necessary by the removal of any alterations or TENANT's personal property within the time periods stated in this paragraph.

LANDLORD can elect to retain or dispose of in any manner any alterations or TENANT's personal property that TENANT does not remove from the Premises on expiration or

termination of the term as allowed or required by this Lease by giving at least ten (10) calendar days' notice to TENANT. Title to any such alterations or TENANT's personal property that LANDLORD elects to retain or dispose of on expiration of the ten (10) calendar day period shall vest in LANDLORD. TENANT waives all claims against LANDLORD for any damage to TENANT resulting from LANDLORD's retention or disposition of any such alterations or TENANT's personal property. TENANT shall be liable to LANDLORD for LANDLORD's costs for storing, removing, and disposing of any alterations or TENANT's personal property.

22.2 Hold Harmless. If TENANT fails to surrender the Premises to LANDLORD on expiration or termination of the term as required by this Article, TENANT shall hold LANDLORD harmless from all damages resulting from TENANT's failure to surrender the Premises, including, without limitation, claims made by a succeeding TENANT resulting from TENANT's failure to surrender the Premises.

22.3 Tenancy at Sufferance. If TENANT, with LANDLORD's written consent, remains in possession of the Premises after expiration or termination of the term, or after the date in any notice given by LANDLORD to TENANT terminating this Lease, such possession by TENANT shall not be deemed to be a month-to-month tenancy, but a tenancy at sufferance.

ARTICLE XXIII: TENANT'S RIGHT TO TERMINATE LEASE

23.1 Termination by Tenant. If the laws of any government body prohibit TENANT from using the Premises as provided in Exhibit B, TENANT may elect to terminate this Lease on notice being given to LANDLORD within thirty (30) calendar days after TENANT has learned that its use of the Premises will be prohibited. Failure to give notice within said period shall be deemed a waiver of the right to terminate the Lease.

ARTICLE XXIV: RELOCATION ASSISTANCE

24.1 Waiver of Relocation Assistance. TENANT hereby acknowledges that TENANT is not entitled to, and hereby waives, any relocation assistance under Government Code Section 7260, *et seq.*, 25 Cal Code Regs Section 6000, *et seq.*, 42 USC Section 4601, *et seq.*, and 49 CFR pt 24, upon expiration or termination of this Lease, including any Extension thereof.

ARTICLE XXV: MISCELLANEOUS PROVISIONS

25.1 Time is of Essence. Time is of the essence of each provision of this Lease.

25.2 No Partnership or Joint Venture. LANDLORD shall not become or be deemed a partner or a joint venturer with TENANT by reason of any provisions of this Lease.

25.3 Consent. Whenever consent or approval of either party is required, that party shall not unreasonably withhold such consent or approval.

25.4 Execution. Each party shall deliver to the other party on execution of this Lease a certified copy of a resolution of its board of directors or city council authorizing the execution of this Lease and naming the officers that are authorized to execute this Lease on behalf of the party.

25.5 Successors. This Lease shall be binding on and inure to the benefit of the parties and their successors.

25.6 Payment of Sums. All sums payable under this Lease must be paid in lawful money of the United States of America.

25.7 Access to Records. Duly authorized representatives of LANDLORD shall have right of access during normal business hours to TENANT's files and records relating to the use

of the Premises, and may review the files and records at appropriate stages during TENANT's use of the Premises.

25.8 Modifications. This Lease and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the Parties.

25.9 Compliance with Laws. TENANT will comply with all federal, state and local laws, ordinances and policies as may be applicable to TENANT's use of the Premises under this Lease.

25.10 Attorneys' Fees; Venue; Governing Law. If either party becomes a party to any litigation concerning this Lease, the Premises, or the Building or other improvements on the Premises, by reason of any act or omission of the other party or its authorized representatives, and not by any act or omission of the party that becomes a party to that litigation or any act or omission of its authorized representatives, the party that causes the other party to become involved in the litigation shall be liable to that party for reasonable attorneys' fees and court costs incurred by it in the litigation.

If either Party commences any legal action against the other party arising out of this Lease 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 attorneys' fees. Any action arising out of this Lease shall be brought in Placer County, California, regardless of where else venue may lie. This Lease shall be governed by and construed in accordance with the laws of the State of California.

25.11 Force Majeure. If the performance under this Lease is prevented, restricted or interfered with by reason of lightning, earthquake or other act of God, embargoes, government ordinances or requirements, civil or military authorities, power outages or brownouts, or

mechanical, electronic or communications failures, or other causes beyond the reasonable control of the Party whose performance is affected (excluding financial condition, labor shortage, negligence or willful misconduct), then the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-for-day basis and the other party will similarly be excused from related performance; provided that the Party so affected shall use reasonable efforts to avoid or remove such causes of non-performance and both Parties shall proceed to perform their obligations with dispatch whenever such causes are removed or cease.

25.12 Integration. This is an integrated Lease, and contains all of the terms, considerations, understanding and promises of the Parties. It shall be read as a whole.

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

25.14 Quiet Enjoyment. TENANT, upon paying the rent and performing all of its obligations under this Lease, shall peaceably and quietly enjoy the Premises, subject to the terms of this Lease and to any mortgage, lease, or other agreement to which this Lease may be subordinate; provided, however, that TENANT acknowledges that the Premises is in the direct vicinity of the City of Roseville's Vernon Street Town Square park ("VSTS") and that public and/or private events may frequently occur (during any hour of any day and/or night) at the VSTS which may include, but is not limited to, live amplified music and crowd noise. TENANT also acknowledges that Vernon Street road closures may occur from time to time due to special events.

25.15 Governing Agreement. In the event of any conflict between this Lease and its exhibits, the provisions of this Lease shall govern.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Lease 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_____, 2014, and _____ has caused this Lease to be executed.

LANDLORD:

CITY OF ROSEVILLE, a
municipal corporation

DOMINICK CASEY
City Manager

ATTEST:

SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

TENANT:

_____,
a _____

BY: _____

its: _____

and

BY: _____

its: _____

LAURA MATTEOLI
Acting Economic Development Director

EXHIBIT A

LEGAL DESCRIPTION

Lot 15, in Block 12 of the town (now City) of Roseville, as said Lot and Block are designated and delineated on the official map of said Town of Roseville, on file in the Office of the Recorder of Placer County, California, excepting therefrom the Southwesterly 24 feet of said Lot 15, having a frontage of 24 feet on Vernon Street, and a uniform width of 25 feet, extending back 150 feet more or less, to the alley.

APN 013-123-026

EXHIBIT B

AUTHORIZED USES

TENANT shall only use the Premises for the following events:

Performing Arts Theatre

Art or Performing Arts Classes

Concert/Music Events

Comedy Shows

Presentation/Speaker Series/Public Meetings

Conferences

Cinema

Workshops

Other Special Events for the benefit of the arts if approved by LANDLORD in writing

Other Activities and Concessions Associated with a Scheduled Event

EXHIBIT C

TOWER THEATER INVENTORY

EXHIBIT D

MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND

AFTER RECORDATION, MAIL TO:

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

Space Above Line For Recorder's Use

MEMORANDUM OF LEASE

This Memorandum of Lease is made and entered into this _____ day of _____ 2018, by and between City of Roseville, a municipal corporation ("LANDLORD"), and _____, a _____ (hereinafter "TENANT"), who agree as follows:

1. LANDLORD leases to TENANT and TENANT leases from LANDLORD a theater within an building on real property located in the City of Roseville, County of Placer, State of California, Assessor's Parcel Number 013-123-026, as more particularly shown in **Exhibit A** attached hereto and incorporated by reference herein (the "Leased Premises").

2. This Memorandum of Lease is made upon all the terms and conditions of that certain unrecorded Lease Agreement relating to the leased premises between LANDLORD and TENANT dated _____, 20____ ("Lease Agreement") on file with the City Clerk, and all of said terms and conditions are incorporated by reference herein.

3. The term of the lease shall continue for a period of _____ (#) months, unless extended or earlier terminated according to the terms of the Lease Agreement.

[SIGNATURE BLOCKS APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, upon the day and year first hereinabove written, the respective Parties hereto have executed this Memorandum of Lease, personally or by officers or agents thereunto duly authorized.

LANDLORD:

CITY OF ROSEVILLE, a
municipal corporation:

TENANT:

_____, a

BY: _____
DOMINICK CASEY
City Manager

BY: _____
Print name: _____
Title: _____

and

BY: _____
Print name: _____
Title: _____

**EXHIBIT A
TO MEMORANDUM OF LEASE**

LEGAL DESCRIPTION

Lot 15, in Block 12 of the town (now City) of Roseville, as said Lot and Block are designated and delineated on the official map of said Town of Roseville, on file in the Office of the Recorder of Placer County, California, excepting therefrom the Southwesterly 24 feet of said Lot 15, having a frontage of 24 feet on Vernon Street, and a uniform width of 25 feet, extending back 150 feet more or less, to the alley.

APN 013-123-026

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 #: 9531

File #: 0102

Title: Council Workshop Preferences with and without Measure B Funding

Contact: Scott Pettingell 916-746-1306 spettingell@roseville.ca.us
Jay Panzica 916-774-5313 dkauffman@roseville.ca.us

Meeting Date: 10/3/2018

Item #: 8.3.

RECOMMENDATION TO COUNCIL

Staff recommends Council:

- Receive a report summarizing the September Council Workshop during which preliminary Council funding preferences were identified and,
- Confirm consensus of the priorities and direction as presented in this report.

BACKGROUND

Roseville City staff have begun the FY 2019-20 budget development process earlier than has traditionally been the case. This is due to the fact that the City Council has placed a ballot measure, Measure B, for voter consideration on the November 6 election. The outcome of this election will determine which of two distinct budget possibilities the city will enact in future budgets. As a result, prudent and transparent budget management requires that we prepare for two budget scenarios.

Measure B is a general sales tax ballot measure to protect Roseville's essential services through a half cent sales tax. If passed, Measure B is estimated to generate \$16 million - \$19 million in revenue annually. If Measure B does not pass, the City estimates there will continue to be an annual \$1 million to \$3 million shortfall each year for the foreseeable future. This is in addition to a continued \$10 million to \$14 million annual shortfall to fund delayed infrastructure and equipment replacement.

The Roseville City Council held a public workshop on September 4 to review fiscal trends and community needs. During this workshop the Roseville City Manager and Chief Financial Officer shared the latest financial trends and operational forecasts facing the City. An important goal of the workshop was to begin to identify funding preferences of the City Council in an effort to provide staff with direction in building next year's budget. A component of the upcoming budget development process will be developing the appropriate balance between paying our existing obligations versus growing the general fund.

In order to discuss service-level changes for both budget possibilities, Council members used the

information they received during the presentation, in conjunction with information and community input solicited through EngageRoseville. In the yearlong EngageRoseville outreach effort, thousands of community members provide input through in person meetings, online polls, social media, email, phone calls, and community events. The City aired Community Priority Advisory Committee meetings live on YouTube, produced educational videos and podcasts to raise awareness, wrote and posted white papers online, reached out at community events, and sent direct mail to all 60,000 households in Roseville outlining the issues and ways to get involved.

The discussion regarding potential improvements if Measure B passes resulted in a prioritized list of funding preferences in order of importance, which were then categorized into six levels of priority. This information will provide staff with significant direction during the development of our FY 2019-20 budget. The list is summarized below.

Priority Category One

- Establish police Beat 7 on west side with 2 police officers

Priority Category Two

- Restore 1 police officer to traffic unit
- Phase in maintenance costs for new citywide parks
- Phase in more library hours and materials, and hours at Maidu Museum
- Create an economic stabilization recession fund
- Maintain adequate industry training and development programs

Priority Category Three

- Partially restore road funding
- Expand job creation initiatives
- Pay down pension obligation costs
- Stop erosion of park maintenance levels
- Bring back goats paid by General Fund to open space

Priority Category Four

- Business recruitment and communications
- Pay down retiree health fund
- Fully fund costs of repair/replacement for buildings and equipment
- Restore fire training and investigations

Priority Category Five

- Maintain or increase code enforcement service levels

Priority Category Six

- Add internal auditor
- Add 1 staffer to address increase in Public Records Act requests for information
- Increase funding for sound wall repair and replacement
- Maintain FEMA Class 1 flood rating

- Customer response tracking and reporting software

FISCAL IMPACT

There is no fiscal impact related to receiving this report. Implementation of the recommendations will have a significant impact on the general fund for the next several years.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Scott Pettingell, Budget Manager

Jay Panzica, Chief Financial 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

Council Goals Workshop Presentation-9-4-2018



Council Goals Workshop for FY 2019-20

Dominick Casey, City Manager

September 4, 2018

Agenda

- Building the budget
 - Council priorities & EngageRoseville
- Budget schedule (Sept-June)
- Review of fiscal trends, forecast, and fund balances
- Budget without Measure B
 - Potential reductions
- Budget with Measure B
 - Priority exercise
- City Council direction

Council Priorities

- Public Safety
- Fiscal Responsibility
- Economic Development
- Sound and Stable Utilities
- Great Downtown
- Infrastructure
- Legislative Advocacy
- Civic Engagement
- Core Neighborhoods
- Regional Engagement
- Culturally Rich Community

EngageRoseville Recommendations

- Reduce rather than eliminate services
- Prioritize efficient public safety
- Maintain Roseville's competitive edge
- Maximize flexibility in staffing levels
- Increase cost recovery for City services, as appropriate
- Use technology and automation to increase efficiencies and reduce costs
- Recruit, train and deploy volunteers where appropriate
- **Pursue ways to increase revenue instead of cutting or eliminating services**

Budget Schedule FY2019-20

- September - Council Goals workshop
- December - Personnel requests submitted & costing, salary survey impact determined
- January - Start of budget input
- February - Council Goals workshop (follow-up from Sept.)
- March - Council fiscal update
- March - City Manager budget reviews
- May - Proposed budget available to City Council
- June - Budget hearings and adoption

February–May: Various budget updates

FY2019-20 General Fund Budget Challenges

1. **Projected budget deficit for FY2019-20**
 - *Will require \$1-3 million in service level reductions.*
2. **Expenses growing faster than revenues**
 - *Absent revenue growth, additional service level reductions will be required*
3. **Overall we are underfunding long-term obligations by \$13 million-\$14 million annually.**
 - *Fiscally unsustainable with current service levels*
4. **Shifting legislative and regulatory environment adds unfunded mandates, costs to City**

How City has addressed these items

Factors within City's control: 10 years of overall reductions include:

- **Workforce Reduction**

- Began in 2007
- From 778 FTE (FY07) to 698 FTE (FY19) in General Fund
- Population increased 28% in that time
- =30% reduction per capita in staffing
- Contracted services

- **Employee Compensation Reductions**

- Employees now fund 100% of the employee's share of pension costs
- Eliminated defined benefit plan for retiree healthcare for new employees
- Set salary-level targets at median in labor market, reducing salary costs by about 10% overall
- Reduced the rate of increases within each salary range

- **Citywide Operational Efficiencies**

- Validated by independent audits

Recent Budget Reductions

- Reduced staffing from 4 to 3 on two fire trucks
- Closed libraries on Fridays
- Reduced Maidu Museum and History Site hours
- Eliminated several vacant positions including police and fire
- Decreased park and facility maintenance levels
- Eliminated GF goat grazing
- Suspended citywide park construction

Early FY2019-20 Forecasts

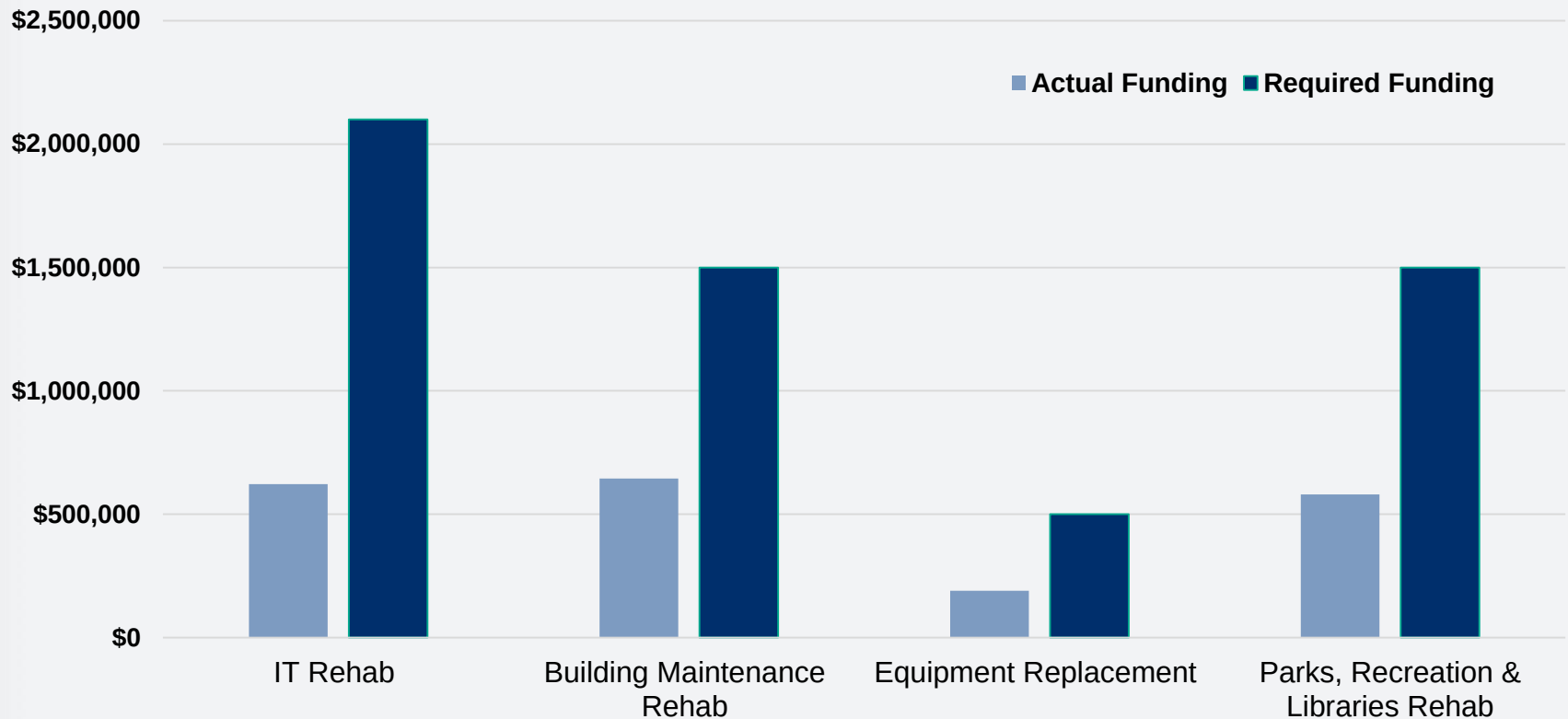
- Expenses increasing
 - PERS \$2,600,000
 - OPEB \$890,000
 - Salary and Benefits \$980,000
 - TOTAL \$4,470,000**
- Sales tax growth rate leveling off
- Significantly underfunding rehab/maintenance funds
- Likely budget deficit in FY2019-20
 - Will require additional service level reductions without new revenue

Underfunding Long-Term Obligations

- Priority: Fiscal Responsibility
- Overall we are underfunding long-term obligations by \$14 million annually
 - Building maintenance
 - Equipment replacement
 - Parks, recreation, and libraries rehabilitation
 - Information technology replacement
 - Street maintenance
 - Retirement obligations (pension and OPEB)
- Costs of obligations increase when deferred
- Fiscally unsustainable with current service levels

CIP Rehab Funds

**Actual vs Required Funding
FY2018-19 General Fund
Funding Levels for CIP Rehab**



Questions?



Council Goals Workshop

Financial Overview

Jay Panzica, Chief Financial Officer

FY20 Budget Goals

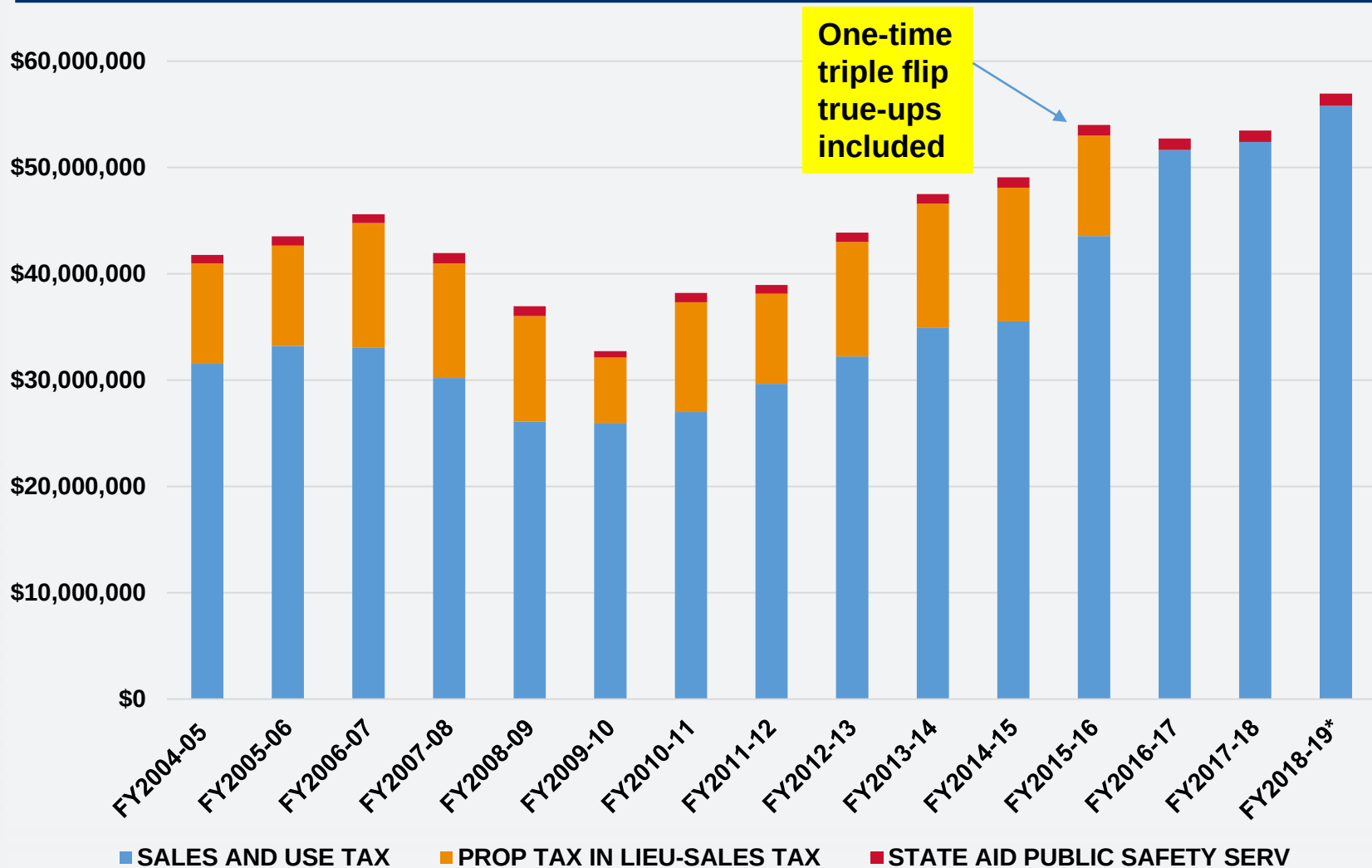
Budget Goals FY2019-20

- Maintain fiscal responsibility
 - Implement council priorities
 - Live within our means
 - Provide core services

5-year General Fund Forecast

Sales Tax

Historical Sales Tax

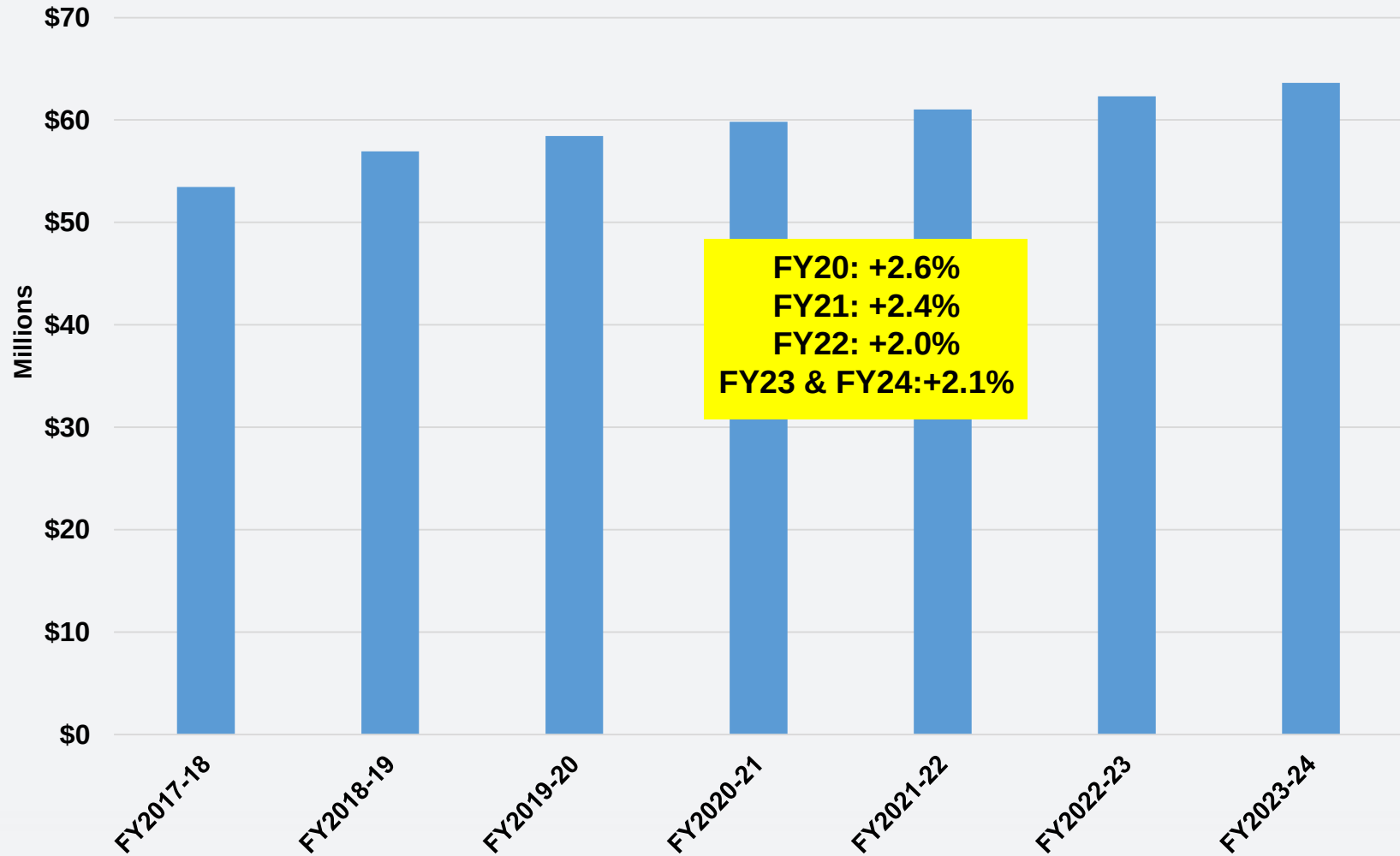


*Adopted Budget

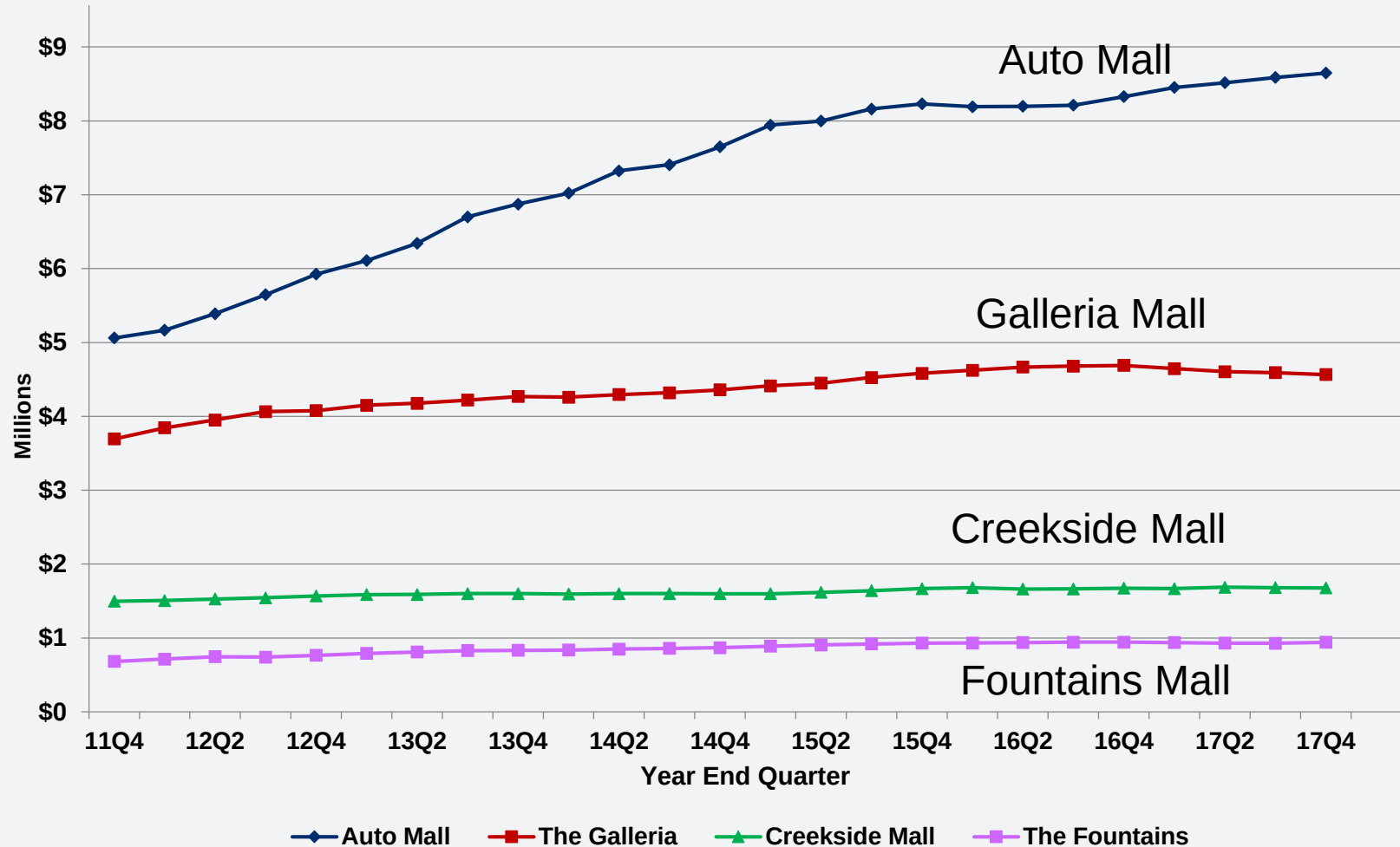
Historical Sales Tax Growth

Fiscal Year	Growth Rate
FY09	(11.93%)
FY10	(11.47%)
FY11	16.77%
FY12	1.95%
FY13	12.66%
FY14	8.29%
FY15	3.32%
FY16	10.01%
FY17	(2.38%)
FY18	3.70%
FY19	4.16%

Sales Tax Forecast

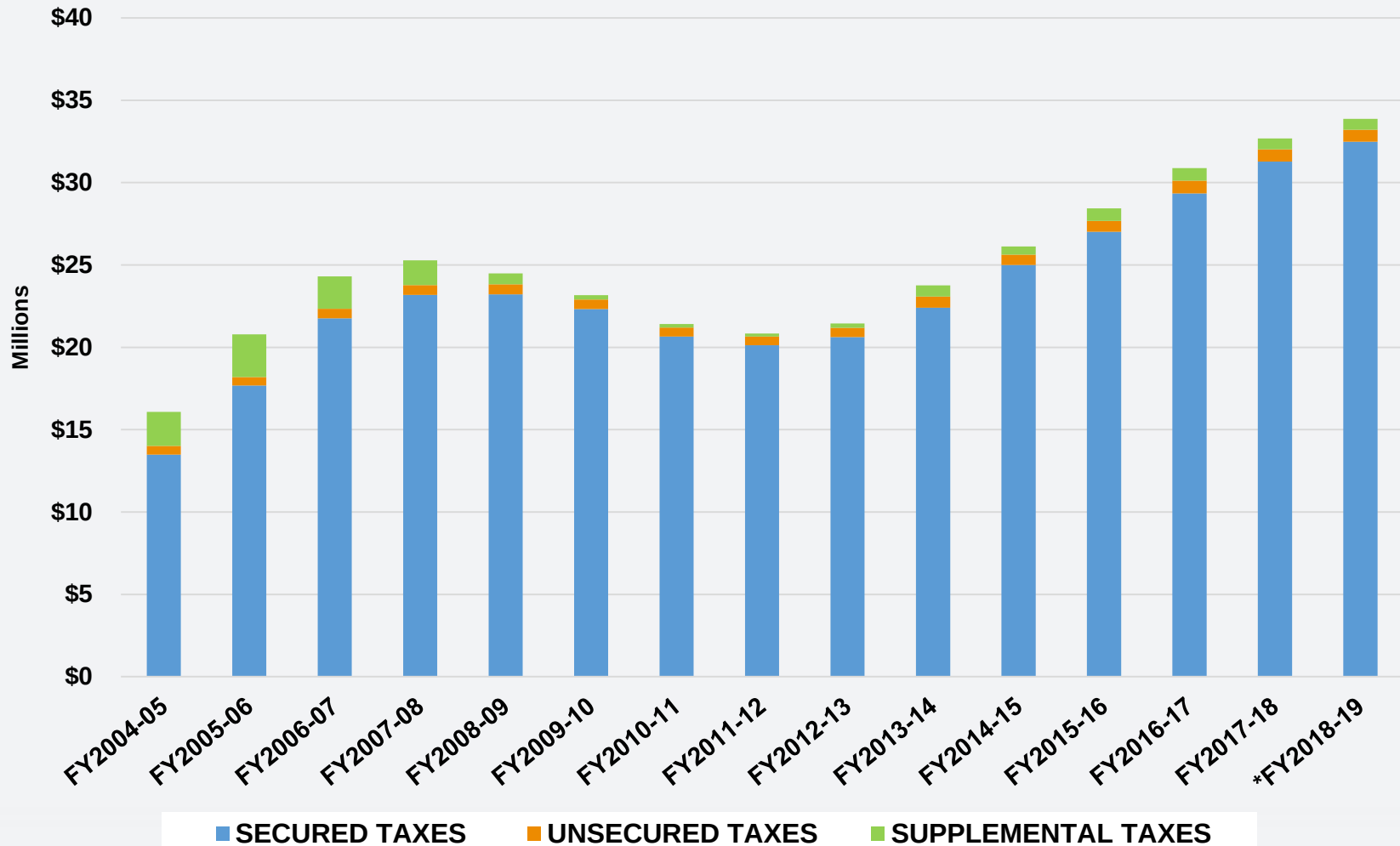


Historical Sales Tax by Geographic Area



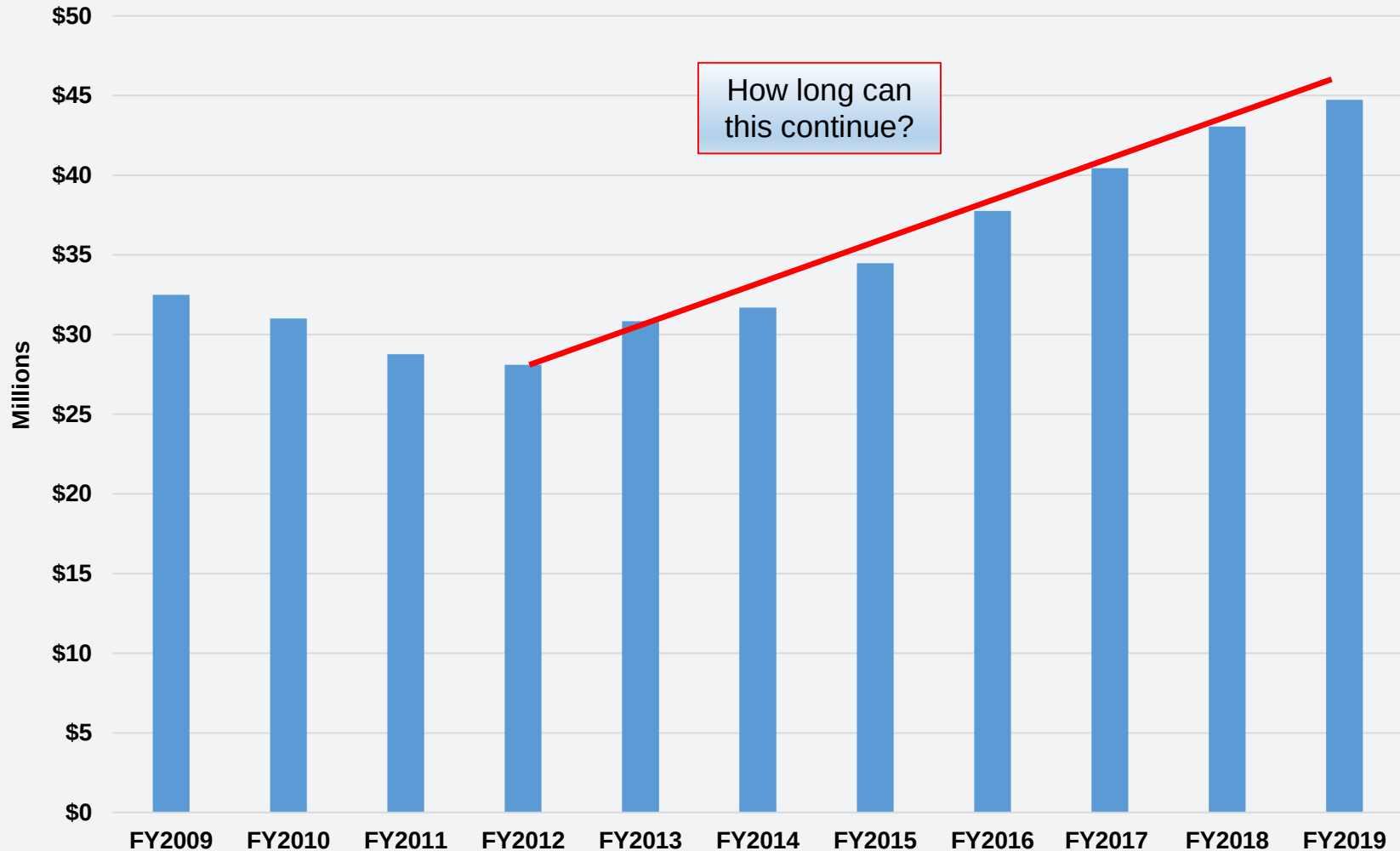
Property Tax

Historical Property Tax Revenues



*Adopted Budget

Property Tax

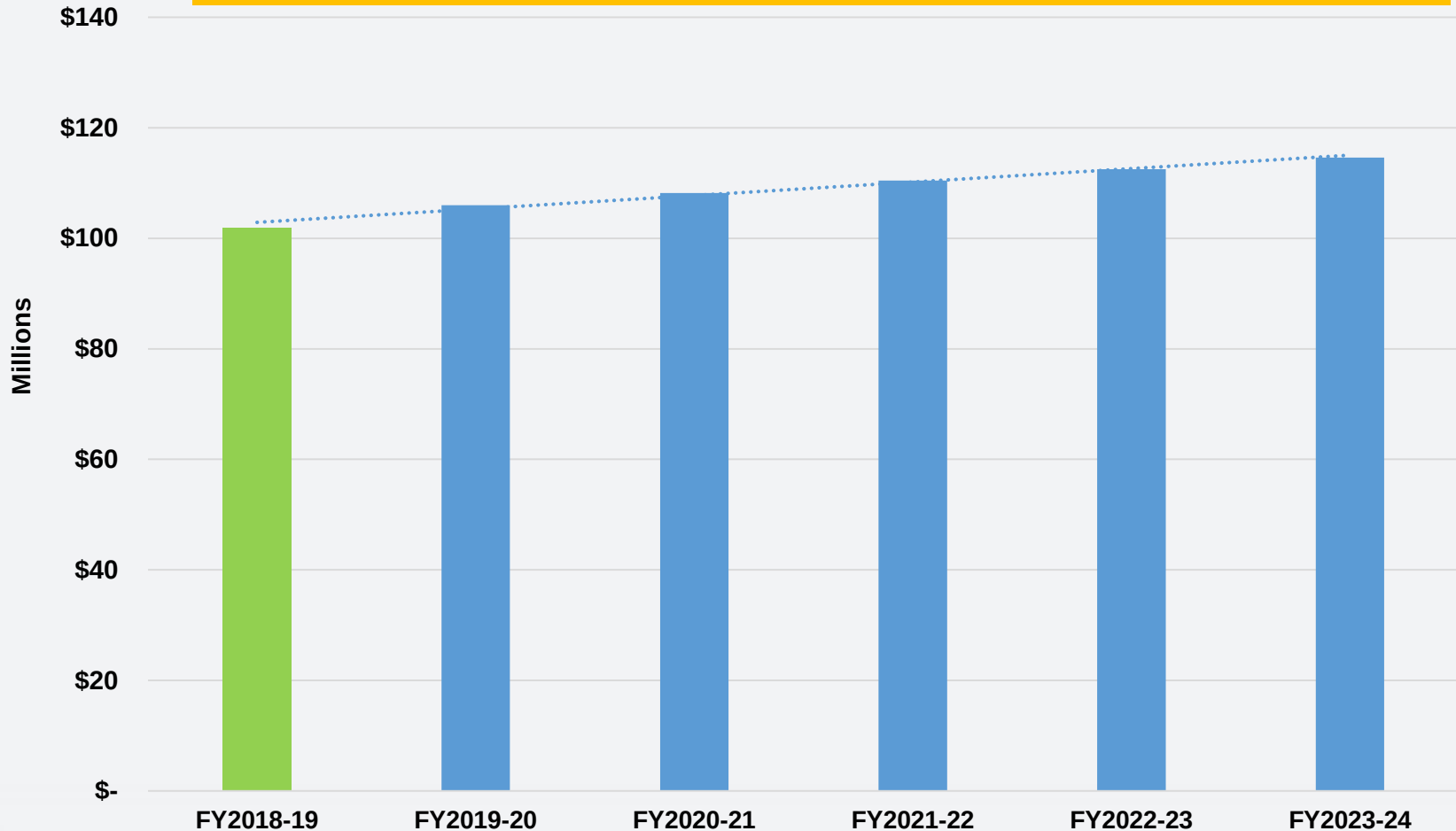


All property tax, plus VLF backfill, utilities, & RDA tax increment

Wages, Salaries and Benefits

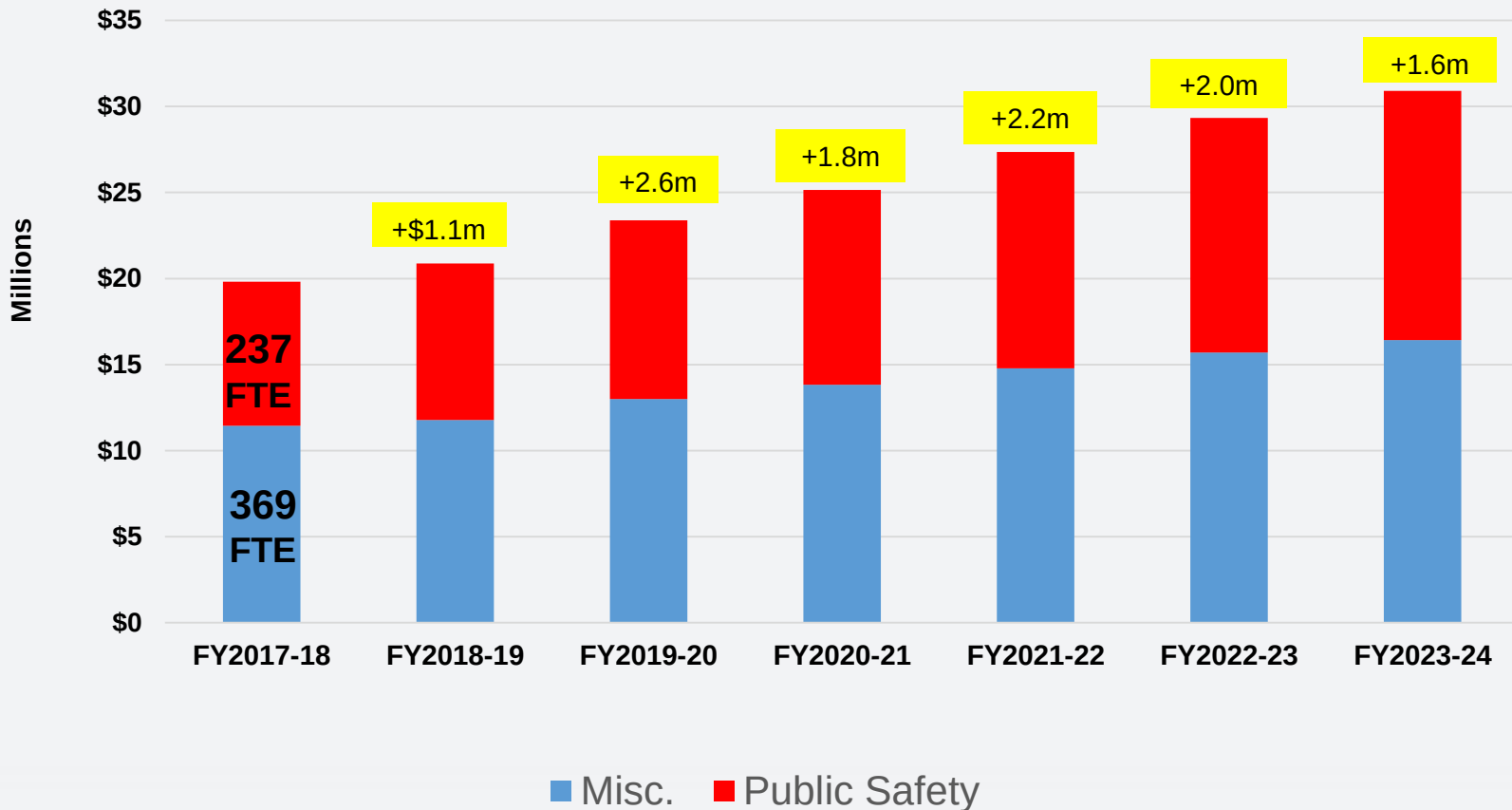
Salaries/Wages/Benefits Forecasted

Assumption: 4 new positions/year to maintain current service levels



General Fund PERS forecast

Assumption: 237 Public Safety FTEs and 369 Misc. FTE



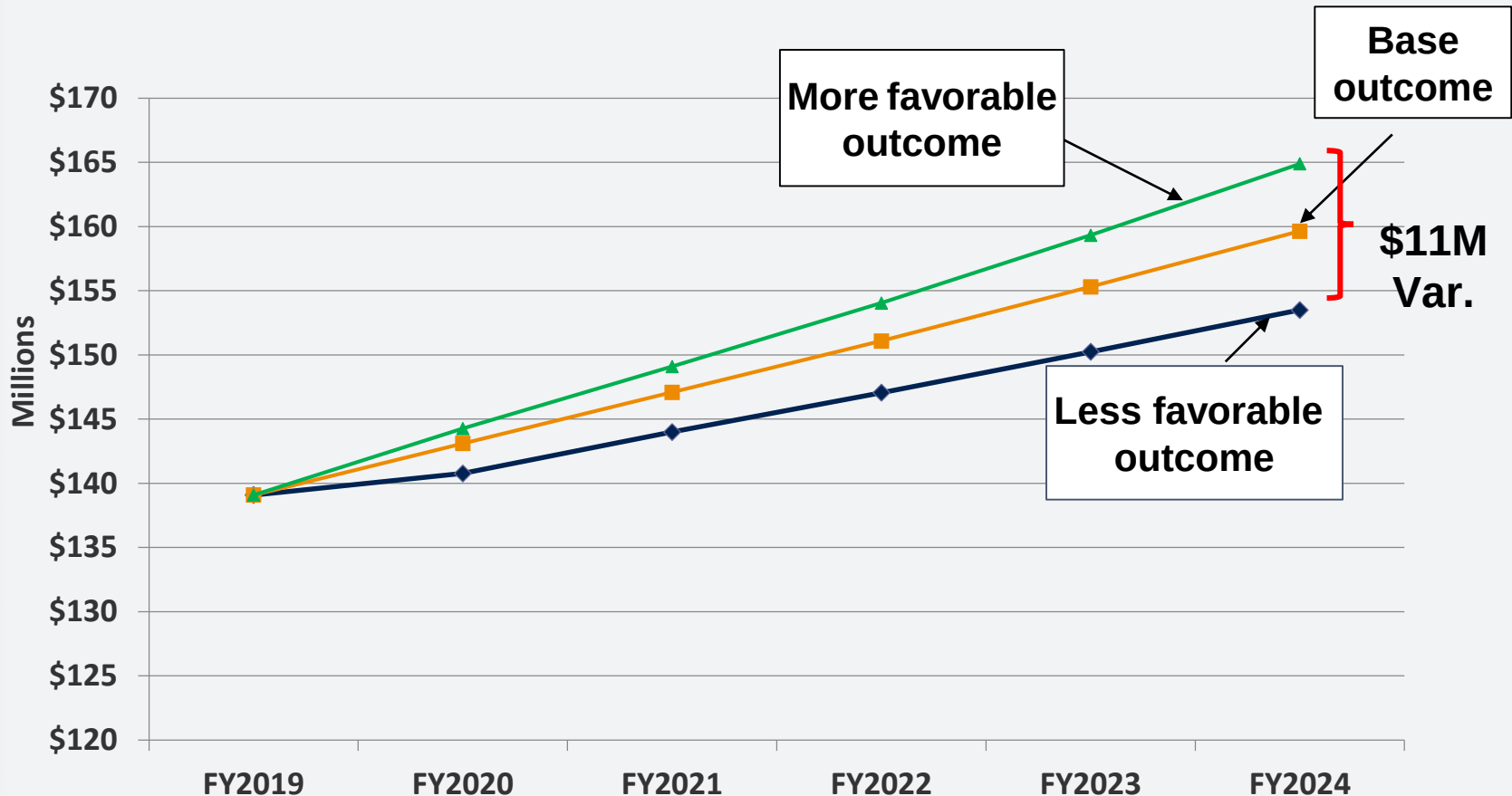
General Fund Forecast Summary

5-year Budget Forecast Summary

- ❑ Assumes no new revenue from Measure B
- ❑ Assumes gas tax stays in place
- ❑ Assumes moderate growth of revenue
- ❑ Assumes no loss from potential sales tax overhaul
- ❑ Includes known operational expenses
 - 4 new staff per year and Council approved funding policies for OPEB and CIP Rehab, and required minimum payments to PERS
- ❑ Revenue does not cover all expenses nor build capacity to absorb next recession
- ❑ Without new revenue sources, service levels will continue to decrease

General Fund Operating Revenue Forecast

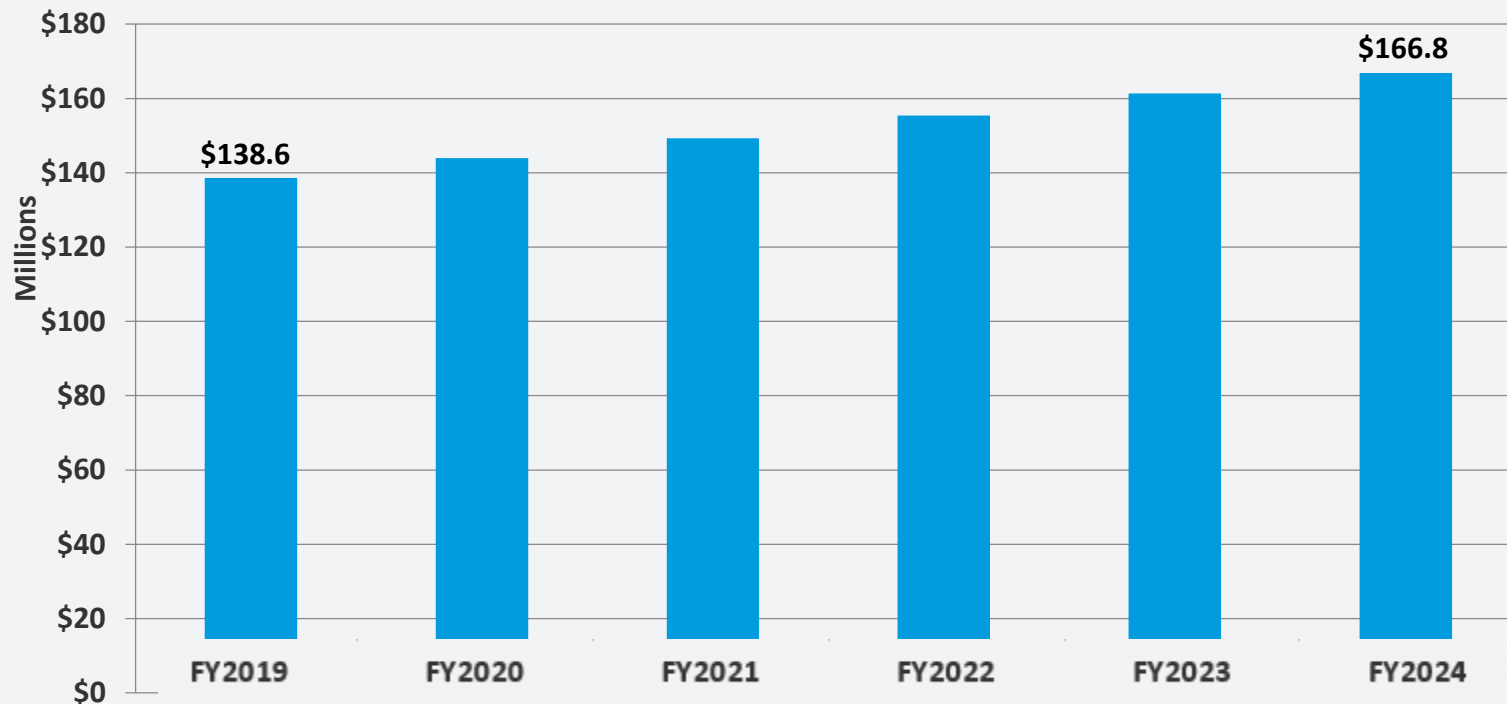
Assuming there is no recession in the next 5 years



General Fund Operating Expenditures Forecast

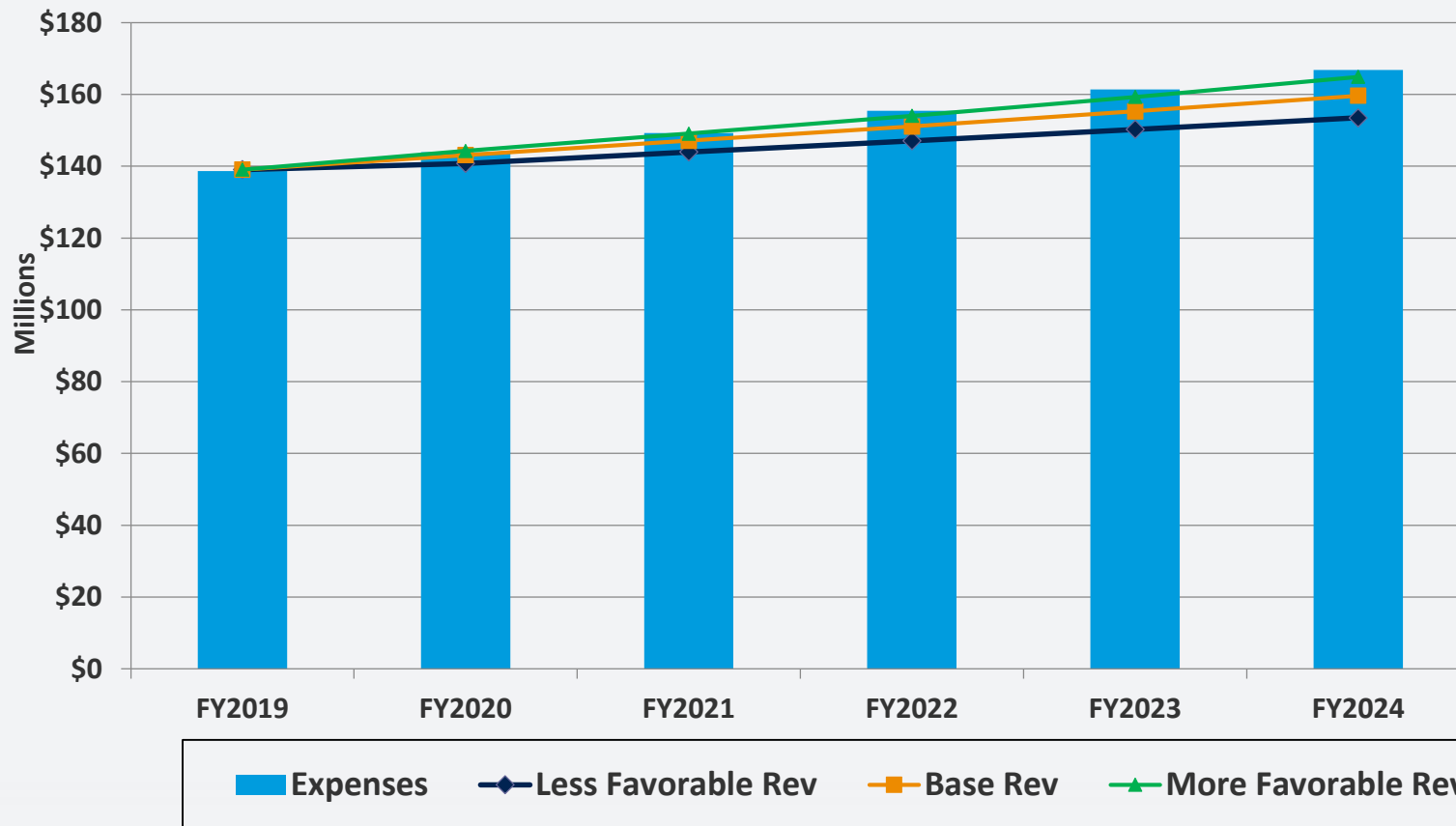
Assumptions:

- (1) Does not include increasing funding for underfunded long-term obligations
- (2) 4 new positions per year in order to maintain current service levels



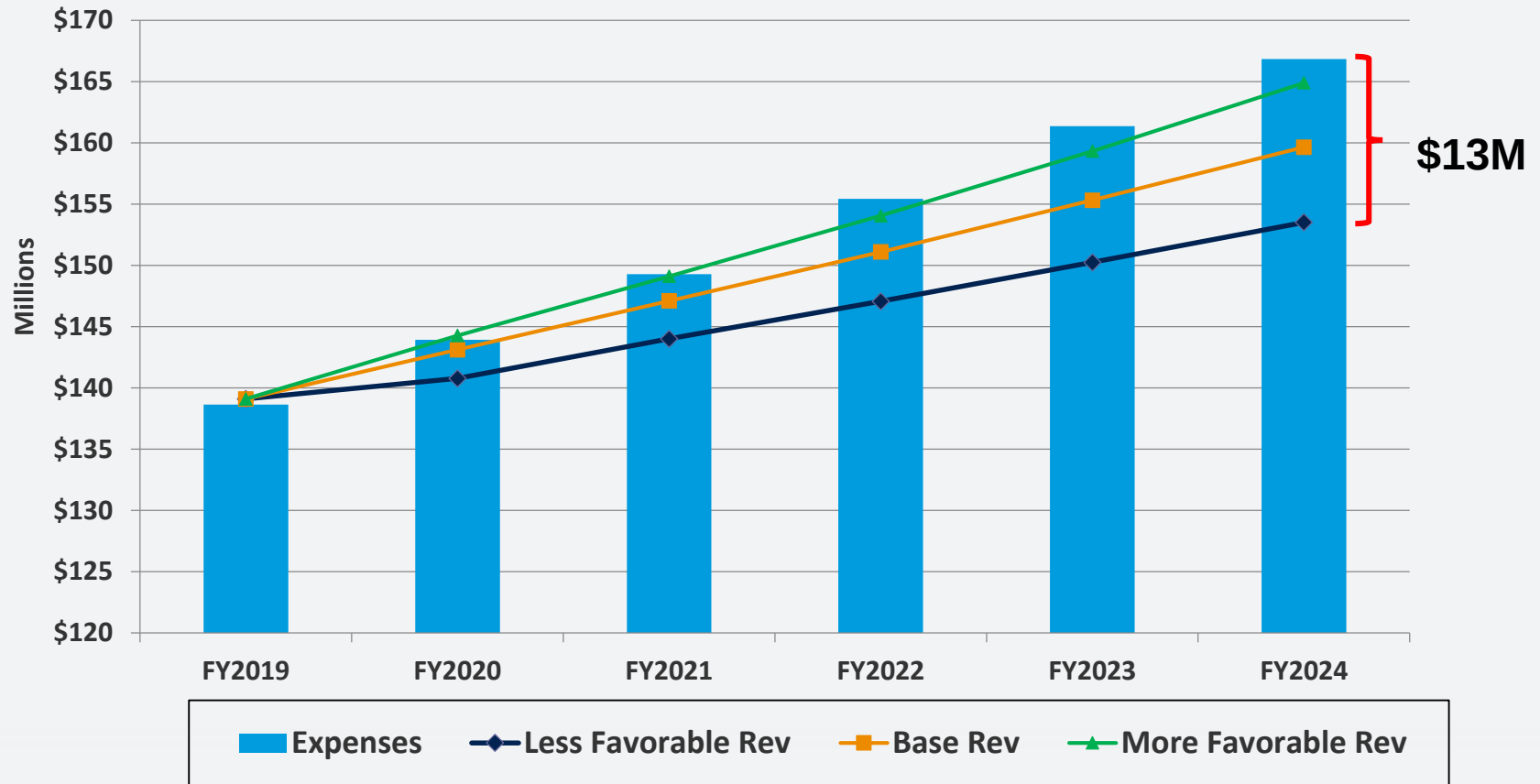
5-Year Forecast

Structural deficits forecasted over 5 year period



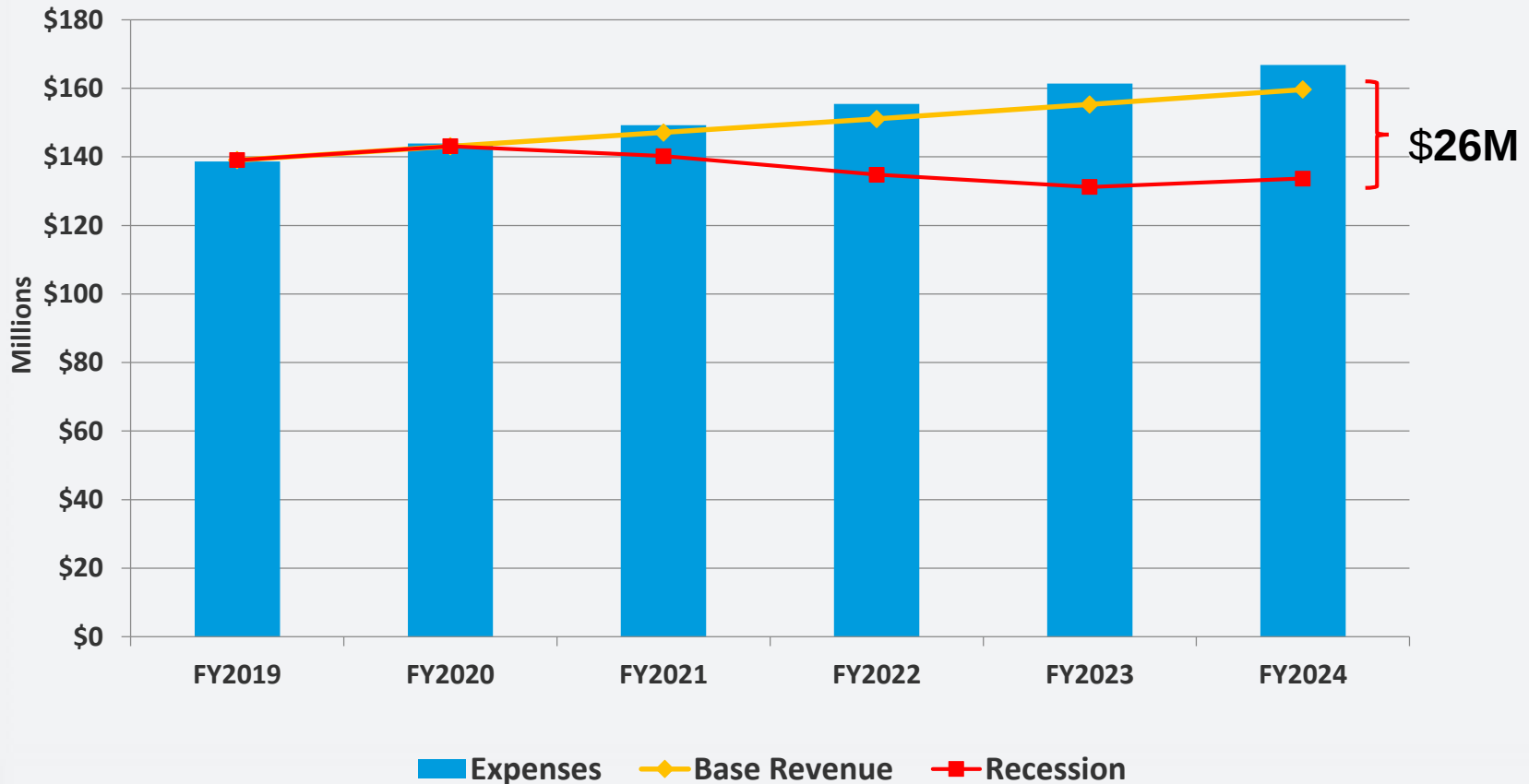
5-Year Forecast

Potential of Up To \$13M Annual Shortfall in Revenue vs Expenses



Example Recession Forecast

FY2024 revenue loss of \$26M



Council Discretionary Spending

Council Discretionary Spending (\$ millions)

Major service area	Adopted FY2018-19
Total City Wide Budget	\$514.1
Less Enterprise Funds	(305.1)
Less Special Revenue Funds (<i>LLD's, Golf, Gas Tax, etc.</i>)	(16.2)
Less Capital Project Funds (<i>Park Dev Fees, PFF, TMF, etc.</i>)	(9.2)
Less Special District Agency Funds (<i>CFD's</i>)	(27.4)
Less Trust Funds (<i>OPEB, RDA Successor Agency</i>)	(9.6)
Less Other	(8.2)
Equals General Fund Operating Budget	\$138.4

Council Discretionary Spending (*\$ millions*)

Resource category	Adopted FY2018/19
Total General Fund operating expenses	\$138.4
Less revenue Offsets	(33.0)
Less non-discretionary expenses	<u>(12.9)</u>
Equals General Fund Discretionary Spending	<u>\$92.5</u>
Police and Fire net expenditures	\$59.8
All other discretionary net expenditures	\$32.7

Council Discretionary Spending (\$ millions)

- Examples of Revenue Offsets - \$33M
 - User Fees
 - Electric Franchise Fees
 - Reimbursement of Costs
 - Licenses and Permits
 - Grants
- Examples of Non-Discretionary Expenses \$12.9M
 - Annexation Payments
 - OPEB
 - Storm water management

Police and Fire

- Police and Fire budgets comprise an increasing proportion of the General Fund discretionary funding.
- Percentage of public safety expenses funded by property and sales tax revenue:
 - FY2006-07: 64%
 - FY2018-19: 67%
- Even during the recession, Public Safety remained a priority

Emergency Reserve

GF Emergency Reserve

- ❑ Current fund balance: \$14.2 million
 - 10% of General Fund operating expenses
- ❑ Policy adopted with long-term goal to have 3 months or 25% of operating expenses reserved (GFOA best practice)
 - No short term plans to increase without further reducing service levels
- ❑ Provides financial security
- ❑ Will help City achieve AAA bond rating

Fund Balance Discussions

Strategic Improvement Fund

□ Purpose of the SIF

- Improve property values
- Generate sales tax and property tax
- Provide a community benefit

□ Revenue Sources

- Community Benefit Fee
 - Impact fee built into Development Agreements
 - Average receipts ~ \$800K per year

Strategic Improvement Fund

- **Fund Balance**

- FY19 estimated beginning balance \$9.5M

- **Plus**

- FY19 estimated fees \$0.8M
 - PFF Loan repayment (316 Vernon) \$0.4M
 - Interest \$0.2M

- **Less**

- East radio site relocation (\$1.1M)
 - Town square (\$0.1M)
 - Village Center park (\$0.1M)
 - Other operating expenses (\$0.2M)

- **Estimated FY19 ending balance \$9.4M**

Summary

- Maintain fiscal responsibility
 - Implement council priorities
 - Live within our means
 - Provide core services
- Concerns
 - No room for growth without new sources of revenue
 - Limited capital available for new projects

Questions?

Building the Budget

Measure B on November 2018 ballot

- Title: *Protecting Roseville's Public Safety, Roads and Essential Services Measure*
- ½ cent transactions and use (sales) tax increase
 - From 7.25% to 7.75%
- General tax requiring majority approval of 50%+1
- Would take effect April 1, 2019
- Remains in place until ended by voters
- Independent citizen oversight
- Financial audits
- Every half-cent legally required to stay in Roseville
- Funds cannot be taken by the State

Without Measure B

- \$3M operational shortfall in first year
- Continued postponement of \$10M in annual maintenance and replacement needs
- Note: This compounds 10 years of reductions
- Cuts to align with Council priorities and EngageRoseville recommendations

Types of reductions we will look at

- Reduce specialized Police & Fire services
- Investigate taking a fire engine out of service
- Further reduce Parks, Recreation & Libraries programs and facility hours, up to closing facilities
- Continue delay of citywide parks construction
- Reduce street maintenance
- Decrease flood plain management
- Eliminate adult literacy programs
- Further reduce park maintenance levels
- Eliminate special event support
- Further reduce sponsorships, memberships, and accreditations

Questions?

Funding Priorities

Public Safety

- **Restore Police Service Levels** \$875K
 - Establish Beat 7 on west side with 2 officers
 - Restore 1 police officer to traffic unit
 - Restore 1 dispatcher
 - Add 1 animal-control officer

- **Restore Fire Service Levels** \$300K
 - Restore 1 training and development position
 - Restore fire investigation personnel

Public Works

- Partially restore road funding \$2.5M
 - \$2.5M to fully fund, assuming SB1 is not repealed
 - \$5.5M to fully fund if SB1 is repealed
- Increase funding for sound wall repair and replacement \$250K
- Maintain FEMA Class 1 flood rating \$72K
 - Affects flood insurance rates

Parks, Recreation & Libraries

- Phase in maintenance costs for new citywide parks \$600K
- Phase in more library hours and materials, and hours at Maidu Museum \$200K
- Stop erosion of park maintenance levels \$700K
 - Turf, trees, hardscapes, custodial
- Bring back GF goats to open space \$150K

Economic Development

- Expand private industry job creation & start up initiatives \$225K
- Business recruitment and communications \$500K

Development Services

- Increase Code Enforcement service levels
\$150K

Create a recession fund

- Create a recession fund \$3M/yr
 - Will minimize service-level reductions during next recession
 - \$3M per year for 7 years to achieve 25% goal

In contrast to emergency reserves, a recession fund can be used to stabilize an operational shortfall

Pay down obligations

- Pay down pension obligations \$3M/yr
- Pay down OPEB obligations \$1M/yr
- \$323M CalPERS pension unfunded liability
- \$144M OPEB unfunded liability
- \$467M Total retirement obligations
- \$300+M General Fund portion of pension/
OPEB liabilities

Citywide

- Add internal auditor \$180K
- Add 1 staffer to address increase in Public Records Act requests for information
- Maintain adequate industry training and development programs \$200K
- Customer response tracking and reporting software \$600K
- Fully fund costs of repair and replacement for buildings and equipment \$5M

Priority Exercise

Council Direction

- Questions and Discussion



COUNCIL COMMUNICATION

CC #: 9529

File #: 0103 & 0103-41-02 & 0103-44-02 & 0103-34-02

Title: Appointments to Board of Appeals, Economic Development Advisory Committee, and Grants Advisory Commission - Unscheduled Vacancies
Contact: Kelly Adams 916-774-5264 kadams2@roseville.ca.us

Meeting Date: 10/3/2018

Item #: 9.1.

RECOMMENDATION TO COUNCIL

Appoint (1) one individual to the Board of Appeals with a term ending December 31, 2020 from the following (7) seven individuals who submitted an application for consideration: Bema Yeo, Don Best, Donald Wright, Ivann Greene, Kathleen Nitta, Kulvindev Sahansra, and Scott Larson; and

Appoint (1) one individual to the Economic Development Advisory Committee with a term ending June 30, 2020 from the following (6) six individuals who submitted an application for consideration: Alyssa Maspero, Angela Tsukiji, Ashley Walker, Donald Wright, Nicole Dyer, and Ugo Barnaby Nnaji; and

Appoint (1) one individual to the Grants Advisory Commission with a term ending June 30, 2020 from the following (5) five individuals who submitted an application for consideration: Alyssa Maspero, Ashley Walker, Erin Kelly, Ivann Greene, and Nicole Dyer. The appointments are necessary to fill unscheduled vacancies.

BACKGROUND

The resignation of Samson Badal created an unscheduled vacancy on the Board of Appeals with a term ending December 31, 2020. The resignation of La Tanya White created an unscheduled vacancy on the Economic Development Advisory Committee with a term ending June 30, 2020. The resignation of Kristine Dohner created an unscheduled vacancy on the Grants Advisory Commission with a term ending June 30, 2020.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

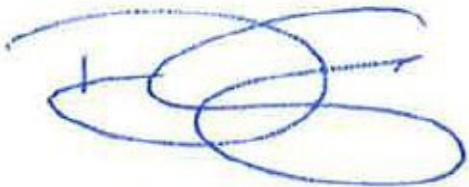
ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Kelly Adams, Deputy City Clerk

Sonia Orozco, City Clerk

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

Dominick Casey, City Manager